

General Terms and Conditions

of partner companies of the Montafon Brandnertal Bergbahnen Pool

1. Conclusion and terms of the contract

a) The companies Silvretta Montafon Bergbahnen GmbH, Silvrettaplatz 1, 6780 Schruns, Golm Silvretta Lünensee Tourismus GmbH, Weidachstraße 6, 6900 Bregenz, Gargellner Bergbahnen GmbH & Co KG, Bergbahnstraße 89a, 6787 Gargellen, Montafoner Kristbergbahn Silbertal GmbH, Dorfstraße 19, 6782 Silbertal im Montafon, and Bergbahnen Brandnertal GmbH, Mühledörfle 2, 6708 Brand (hereinafter referred to as “Cable Car Operators”) offer ski passes and tickets for use of their companies’ facilities.

b) By purchasing a winter season ticket, the customer has the option to use at least 60% of the cableways on at least 70 days during the winter season.

By purchasing a summer season ticket, the customer has the option to use at least 60% of the cableways on at least 70 days during the summer season (see <https://www.montafon-brandnertal-card.at/de/saisonkarte#anchorcontent-areas2>).

By purchasing an annual pass, the customer has the option to use at least 60% of the cableways on at least 70 days during the winter season and at least 70 days during the summer season.

c) These tickets also grant access to facilities offered by each of the other Cable Car Operators, whereby the Cable Car Operator selling the ticket acts only as a representative for the other Cable Car Operators.

When tickets are purchased from third parties (such as Montafon Tourismus, Stand Montafon, sports stores, hotels, tourism offices, etc.), these are also acting only as representatives for the respective Cable Car Operator selling the tickets and these sales will not be made on their own behalf.

d) The services, which can be used with these tickets, are provided by legally independent companies. The Cable Car Operator in whose (ski) area an accident has occurred is therefore always responsible for providing the individual services and for the consequences of any accidents; contractual claims (e.g. from securing the piste or transport) shall therefore be processed by the Cable Car Company in whose (ski) area an incident has occurred.

e) A valid ticket must be purchased in order to use the services provided by the Cable Car Companies. This ticket allows use of the respective open areas (cableways, pistes, ski routes, etc.) By purchasing a ticket, the customer agrees to the application of these General Terms and Conditions, which are agreed between the Cable Car Company and the customer as part of the contractual relationship.

f) The prices provided at the time of purchase are valid for the purchase of the ticket.

g) The transport contract is agreed only for use of the respective open areas (cableways, pistes, ski routes, etc.) during the published operating hours. Contractual claims against the Cable Car Company therefore only exist for the duration of the respective published operating hours (for the ski area visited by the customer) and only for the open areas.

Express reference is made to the fact that, after operating hours, maintenance work is carried out (use of snow groomers, cable winches, etc.), that there may therefore be obstacles (cables, ropes, hoses, etc.) in the area of the pistes or ski routes, that this may pose great danger, and that no protection against danger is provided outside operating hours.

h) As is generally known and as is and has been standard practice across the entire Alps area since the beginning of commercial winter sports, it is not possible to have all facilities/pistes of all Cable Car Companies open at all times. This is to protect the safety of customers against Alpine dangers, for example. It is generally known that these kinds of restrictions can re-occur every year, whereby an extensive range of services is still provided nonetheless.

2. Obligations of the customer and misuse

- a) The Customer acknowledges that it is his/her duty to adhere to the FIS Rules and to act considerately towards other customers and the Cable Car Company's employees, and, in particular, not to endanger the physical safety of other people.
- b) The customer must also follow the instructions of the Cable Car Company's employees, as they are intended to ensure that customers remain safe and that the cableway operates properly.
- c) Upon request from the Cable Car Company's employees, the ticket and any proof of discount must be provided so that a check can be carried out to ensure that services are being used in the right way. In the event of non-compliance with this obligation, the ticket can be disabled and transport refused.
- d) The customer is advised that piste attendants are authorized in accordance with the provisions of the Vorarlberg sporting code to ban a winter sports person from (further) use of the Cable Car Companies' facilities for 24 hours, if they commit an offense listed in the code or continue to do so despite a warning. The piste attendants are also authorized to take a ski pass or sports equipment off the winter sports person. In a case like this, the customer has no entitlement to (partial) reimbursement of the costs of the ski pass.
- e) Blocks, markings and instructions from the Cable Car Company's employees serve to ensure the safety and proper operation (to protect against the danger of avalanches, to protect wooded areas, etc.) as well as the safety of other customers, and must always be observed.
- f) Misuse of a ticket contrary to contract (use of services without a valid ticket, disregard of the instructions required for safe operation, reckless or dangerous behavior despite warning, use of a discounted ticket without meeting the requirements, transfer of the ticket to third parties for use by these third parties, etc.) will result in their revocation. Any days remaining in the validity period for the ticket shall not be (partially) reimbursed, replaced or credited. In the event of misuse – the right to file a complaint remains reserved—provided the legal requirements have been met.

3. Ticket system

- a) Tickets are issued to a contactless data carrier (not a deposit card).
- b) Upon purchase, the first name and surname, and date of birth are recorded, and at most a photo is taken by a digital camera.
- c) This data carrier must not be transferred to third parties for use by them.

4. Refunds

- a) In the event that the customer suffers a severe injury or illness (which makes further practice of the winter sport impossible), a partial refund of the costs of a ticket will be provided by the Cable Car Company selling the ticket.
- b) The injured/ill customer must provide a medical certificate to this end (confirming that they will not be able to practice any more winter sport for the remaining validity period) and the ticket must be returned to the Cable Car Company selling it.
- c) The costs will then be refunded proportionately from the most recent day on which the ticket could no longer be used due to injury or illness, minus a processing fee of EUR 7.50. If the medical certificate is provided at a fixed cash desk, a cash refund will be provided; if it is sent in by e-mail or post, the refund will always be provided in the form of a voucher.
- d) It is not possible to provide a (partial) refund to companions/family members of an injured/ill customer.
- e) If a ticket or sports equipment is removed from the customer by a piste attendant (see above), there is no claim to a (partial) refund of the costs of the ticket.

5. Protective health measures

- a) The customer is solely responsible for adhering to the protective health measures (e.g., to contain a pandemic) that may be prescribed by the authorities for customers of a ski resort.
- b) If the customer is not able to or does not want to adhere to the protective health measures prescribed by the authorities (proof of vaccination or a test, wearing a mask, social distancing rules, etc.), transport cannot be provided.
- c) In this case, the customer has no entitlement to (partial) reimbursement of the costs of their ticket.

6. Data processing

- a) The contracting partners are responsible for processing customers' personal data within the meaning of the GDPR.
- b) Customers' data will only be processed in compliance with the international and national data protection regulations.
- c) Customers can find our full data protection policy under [Data protection policy](#).

7. Other provisions

- a) Sometimes it is necessary to capture and save photos digitally for the acquisition of permissions and provision of the contractual services of the Cable Car Companies. The Customer grants his/her consent to this.
- b) Original copies of corresponding identification must be provided for all special rates and discounts.
- c) Use of the company's own installations (halfpipes, pistes, equipment, etc.) may be restricted at times.

- d) Use of the piste rescue service is subject to a charge.
- e) It is not permitted to transfer any tickets, with the exception of point cards, to third parties for their use.

Issued: September 2022