



Between

Wintersport Tirol AG & Co. Stubaier Bergbahnen KG, Mutterberg 2, 6167 Neustift

Authorised person of the ski area

and

(Name of the race organiser, the club, the working group, the company, the ski school, the private organiser - hereinafter referred to as the **organiser**)

(Contact, e-mail address, mobile phone number)

(Address, country code, postcode and city of the organiser)

the following

Agreement

is concluded:

1. The period of validity of this agreement is limited to the following period:

Start of ski operations autumn 2024 to the end of ski operations spring 2025

The organiser is permitted to organise a sporting competition in the form of a timed or training run (hereinafter referred to as "event") during the above-mentioned period after prior registration at the Eisgrat Information Centre.

2. The organiser expects around _____ active participants and around _____ passive supervisors to attend the event.
3. For the purpose of holding the above event and for the duration of the same, the authorised person shall make a designated training line available to the organiser. If the marked routes/tracks are fully occupied, no training line/race track can be allocated.
 - 3.1. Allocation and administration is carried out exclusively by the Eisgrat Information Centre. Training can only take place if the snow and piste conditions are suitable.**
 - 3.2. The authorised person does not give a binding commitment for the reserved training slopes if atmospheric reasons (no/too little snow, icy slopes, etc.) do not permit training operations or if the training amenities are generally only available to a limited extent. The authorised person may make short-notice / unannounced changes to the allocated pistes/areas for safety reasons.**
 - 3.3. The authorised person reserves the right to exclude the group from training **without substitution** in the event of misuse of the agreement, the points listed on the shortlist, failure to appear on the reserved date, incorrect details of the number of persons or repeated warnings in the event of incidents (yellow/red card).

- 3.4. For the above-mentioned event, the authorised person for the intended area informs the organiser that the holding of winter sports/skiing events is generally not covered by the dedication of the area for public winter sports/public skiing and that winter sports events may therefore only be held on pistes or parts of pistes on which public winter sports/public skiing is not held at the same time.
- 3.5. The spatial limits of the area made available for the event (the race/training) will be determined on site by the responsible representative of the cable car/authorised lift company (managing director, operations manager, piste manager or similar). The guest or guests of public winter sports/public skiing will be made aware of the closure of the affected piste area by the authorised person (cable car/lift company).
4. The organiser of the time trial or training run is solely responsible for the course, organisation and security of the event and the event site in question. In particular, the organiser is subject to the following obligations:
 - 4.1. For safety reasons, at least one supervisor must remain with the team members in the queuing areas, especially at the valley stations, to ensure safety and order. Reckless behaviour will result in the exclusion of the entire team without substitution. The priority in this context is the safety and orderliness of the cable car facilities.**
 - 4.2. The event is to take place exclusively on the allocated or similar pistes or parts of pistes and to the time period specified above.
 - 4.3. The organiser is responsible for ensuring that the race/training course is suitably secured for spectators, uninvolved persons and all other winter sports enthusiasts/skiers.
 - 4.4. In any case, the event site must be secured in such a way that persons not participating in the event are not endangered by dangers of any kind arising from the event.
 - 4.5. The event area, including the area intended for spectators, must be clearly demarcated from the parts of the piste dedicated to public skiing and marked in such a way that both active or passive event participants and piste users not taking part in the event can clearly see how far the event railing extends and which area is intended for this purpose.
 - 4.6. The organiser must take the necessary and adequate safety precautions for events of the planned type to ensure the physical safety of all active or passive participants and third parties not taking part in the event.
 - 4.7. At the end of the race/training, the organiser must remove all gate poles, barriers and other obstacles (e.g. broken gate poles, timing cables, etc.) so that the pistes/course can be safely used again by the winter sports athletes/piste users.
 - 4.8. The trainer or training instructor is responsible for their section of the piste during training. The authorised person accepts no liability for damage of any kind.
 - 4.9. Each trainer in charge of a line is responsible for ensuring that there is sufficient distance to the skiers starting on the left and right.
 - 4.10. The organiser undertakes to announce the required lines for the following day at the daily meeting. This is not a binding commitment on the part of the authorised person, see point 3.2.**
5. The organiser undertakes to comply with the short list.

6. The organiser confirms with their signature:
 - 6.1. That they have the necessary expertise to fulfil the above obligations.
 - 6.2. That they fulfil the above obligations.
 - 6.3. That they indemnify the authorised person of the ski area (cable car/lift company) against all claims that may be asserted against it due to the holding of the above-mentioned event.
 - 6.4. That they have received, read and understood the information letter and the short list of authorised persons to the organisers.
7. The [FIS rules](http://https://alpinesicherheit.at/10-fis-regeln/) (http:// https://alpinesicherheit.at/10-fis-regeln/) must be read and understood.
8. If necessary, a separate agreement will be concluded to cover any costs incurred by the authorised person (cable car/lift company) (provision of materials, preparation, transport of persons, etc.).
9. The organiser expressly declares that it has all the necessary permits and authorisations to hold the event.
10. Data protection policy: The person responsible agrees on behalf of the club that the club and personal data provided may be used for purpose-related information e-mails and for the training info TV at the valley stations.

Data protection policy

For the purpose of contract fulfilment and for the implementation of pre-contractual measures, the personal data (in particular address, telephone number, e-mail) of the contractual partners from the agreements are automatically processed and stored. Without this data we, Wintersport Tirol AG & Co. Stubai Bergbahnen KG, cannot conclude agreements.

Data will only be transferred to third parties insofar as this is necessary for the fulfilment of the agreement, for the fulfilment of tax and other legal obligations and for determining the traceability of the delivered products to contractual partners.

All data from the contractual relationship will be stored until the expiry of the expiry period under tax law (7 years). Data processing is carried out on the basis of the statutory provisions of Section 96 (3) TKG and Article 6 (1) (a) (Consent) and/or (b) (Necessary for contract fulfilment) of the GDPR.

Upon written request, Wintersport Tirol AG & Co. Stubai Bergbahnen KG will provide information about the stored data at any time. If data stored by us is incorrect, it will be corrected immediately upon written notification and the person concerned or the contractual partner will be informed. If a contractual partner no longer wishes his data to be processed by Wintersport Tirol AG & Co. Stubai Bergbahnen KG, he can inform us of this immediately in writing. We, Wintersport Tirol AG & Co. Stubai Bergbahnen KG, delete all data immediately and inform the person concerned or the contractual partner accordingly. If there are compelling legal reasons to prevent deletion, the data subject or contractual partner will

be informed immediately. Enquiries and messages to: Wintersport Tirol AG & Co. Stubaier Bergbahnen KG | Mutterberg 2 | A-6167 Neustift or info.eisgrat@stubaier-gletscher.com

Declaration of consent

I give my consent that my personal data, namely name, address, telephone/fax number, e-mail, VAT number may be processed electronically and that information and advertising may be sent to me by post, WhatsApp, e-mail.

I am aware that I can revoke this consent at any time (info@stubaier-gletscher.com or Wintersport Tirol AG & Co. Stubaier Bergbahnen KG | Mutterberg 2 | 6167 Neustift), so that processing of my data after revocation for the stated purpose is not permitted.

I consent

I do not consent

Place, Date

Place, Date

Organiser: Stamp, signature

Authorised person /
cable car/lift company