



# General Terms and Conditions (GTC) of the “Stubai Glacier” Online Booking Platform

The English version of the General Terms and Conditions is for informational purposes only. The legally valid version is the German one.

## 1. Preamble

- The Wintersport Tirol AG & Co Stubaier Bergbahnen KG with its registered office in Innsbruck (FN 23719 g - hereinafter referred to as "Stubai Glacier") sells ski passes online in Austria and abroad, predominantly in the DACH region including Italy. The General Terms and Conditions (hereinafter referred to as "GTCs") apply to all users of the Stubai Glacier services on [stubaier-gletscher.com](http://stubaier-gletscher.com). By using the Stubai Glacier services, you accept the following conditions unchanged and in full.
- To ensure better readability of the GTCs, the gender-neutral term "user" will be used from now on.

## 2. General regulations

- Other GTCs shall only apply if Stubai Glacier has expressly agreed to them in writing beforehand.
- Agreements which supplement or amend these GTCs must be in writing in order to be valid; this also applies to any deviation from this formal requirement.
- The Stubai Glacier may amend the GTCs at any time and without stating reasons, whereby the users will be notified by the Stubai Glacier of any amendments made, will be given the opportunity to view them and must also declare their consent for the amendments to become effective.

## 3. Definition of user

- All persons who register on the Stubai Glacier website, its partner sites and/or on the software of a mobile end device and thus activate a web-shop account are deemed to be users.

- The user has free and unrestricted access to his or her data. These can be changed, supplemented or deleted by the user at any time. The web-shop account can be deleted by the user at any time without giving reasons.

#### **4. Registration of a web-shop account**

- The user registers his/her personal web shop account manually in the Stubai Glacier portal (stubaier-gletscher.com). For a manual registration, the user needs a valid and active e-mail address and a password.
- When registering manually, the user must provide the required personal data (surname, first name, date of birth) truthfully, correctly and completely. Upon completion of the registration, the user confirms the authenticity and accuracy of his or her information and data.
- In the event of false information on the part of the user, the Stubai Glacier shall have the right to refuse the use of all websites and apps operated by the Stubai Glacier, to close the web-shop account immediately and to block all products registered or ordered with the Stubai Glacier.
- In addition, the user has the possibility to register with the social media accounts of "Facebook" as well as "Google" at the Stubai Glacier and to open a web-shop account.
- The registration of a web-shop account, of whatever kind, is free of charge and at the same time a prerequisite for the use of the offers made available by the Stubai Glacier. There is no entitlement to registration. The registration becomes valid as soon as it has been confirmed by the Stubai Glacier to the user by e-mail.

#### **5. Contract**

- The contract under agreement of these GTC comes into effect with the confirmation of the registration by the Stubai Glacier or as soon as a closed web-shop account is reactivated. It is hereinafter referred to as the user contract.
- Unless otherwise agreed individually or in these GTC, the relevant statutory provisions shall apply on a subsidiary basis.

#### **6. Term and cancellation**

- The contractual relationship may be terminated by the user at any time and without giving reasons by deleting the web shop account.
- The Stubai Glacier also has an extraordinary right of termination. This means that the contract can be terminated immediately and at any time for good cause. An important reason exists in particular if it is unreasonable for the Stubai Glacier to maintain the contract because the user violates essential provisions of the contract of use.

## **7. Rights of use of the Stubai Glacier website**

The user receives simple (not further licensable and non-transferable) rights of use on the Stubai Glacier website as well as on the starjack website and on the starjack app, limited to the term of this contract in accordance with the following regulations:

- The Stubai Glacier website and starjack website & app are not transferred to the user. The user may only use the Stubai Glacier website and starjack website & app for his/her own applications.
- The user is not entitled to make changes to the Stubai Glacier website and to the starjack website & app. If the Stubai Glacier makes new versions, updates, upgrades or other new deliveries with regard to the Stubai Glacier website and the starjack website & app during the term, the above rights of use also apply to these. The user is not entitled to rights that are not expressly granted to the user above.
- In particular, the user is not entitled to use the Stubai Glacier website and the starjack website & app beyond the agreed use or to have them used by third parties or to make the starjack app accessible to third parties.
- In particular, the user is not permitted to reproduce the starjack app, sell it or make it available for a limited period of time, rent it or lend it.

## **8. Bookable products and services**

- All products and services of the Stubai Glacier are offered and can also be purchased via their online booking platform at the address [stubaier-gletscher.com](https://stubaier-gletscher.com) as well as the partner websites and app.
- For the one-time sending of the physical data carrier (Stubai Glacier Keycard) as well as for its dispatch, depending on the country of delivery, a one-time fee will be charged, the amount of which will be disclosed to the user before the booking is concluded.
- A ticket can also be booked without a data carrier, this is visible in the shopping cart as a booking option "pick-up voucher" or "e-ticket". The decision to activate this additional booking option is the responsibility of the Stubai Glacier itself.
- The booked product (ticket) or the service used is paid for and debited from the user by the selected means of payment at the current valid rate announced on the Stubai Glacier website. The products of the Stubai Glacier include above all, but not exclusively, the tickets to be sold by the Stubai Glacier in Austria.
- Services booked online via the Stubai Glacier or the partner websites are always personal. They relate either to the personal data digitally stored with a keycard or to the personal data provided in the order process. All services (tickets) are non-transferable. In the event of any infringement, e.g. the passing on of a ticket to a third party, further action will be taken in accordance with the terms and conditions/guidelines of the company with

which the service was booked. In addition, the Stubai Glacier is entitled to the extraordinary right of termination (see point 7 above).

## **9. Creation and delivery of the data carrier, alternative data carriers for booking and booking guidelines**

- For the purchase of the Stubai Glacier services, the Stubai Glacier Keycard is required as a data carrier, which the user creates online and which is sent to him/her by post, charging the fees mentioned in point 8 above.
- Tickets can also be booked without a data carrier if the Stubai Glacier activates these booking options. These are visible in the shopping cart as booking option "pick-up voucher", "e-ticket".
- For the selected booking option, the user's data must be provided truthfully and correctly, whether for the creation and ordering of a keycard or the personalisation when booking without a keycard. <sup>[L]</sup><sub>[SEP]</sub>When booking a service, this personal data is passed on digitally to the Stubai Glacier for the purpose of completing the order. The user confirms the correctness of his/her information and data with the order connection and bears responsibility for this.
- Each Stubai Glacier Keycard is issued with the name, date of birth and, if applicable, photo of the user or the person designated by the user. Once the order has been completed, this personal data can no longer be changed.
- The Stubai Glacier Keycard is not transferable.
- Orders for Stubai Glacier keycards cannot be cancelled. There is no entitlement to a refund of the keycard costs.
- Alternatively, the user can register a compatible data carrier (keycard) manually in his/her Stubai Glacier webshop account, which can also be used for online booking at the Stubai Glacier after successful registration. Imprints on manually registered data carriers, such as validity or names, are not relevant. In the case of manual keycard registration, the digitally entered customer data and the tickets booked on them are relevant. The user alone is responsible for the correctness and correct use.
- Both versions of the data carriers are personalised and therefore non-transferable, this also applies to the tickets booked onto them.

## **10. Payment**

- The secured payment is made via the payment system supplier PAYONE GmbH, 1100 Vienna, commissioned by Starjack (order processor). The user's payment information is forwarded to the servers of PAYONE and/or the respective bank and stored there in accordance with the current legal rules and security standards.

- All user data related to the payment process is secured in encrypted form. Starjack does not have access to this data. The order will only be confirmed once the payment institutions concerned have given their consent.
- In case of rejection, the order will be automatically cancelled, and the user will be notified by SMS, push message and/or email. Starjack further reserves the right to refuse orders from users who have disputes with the named banking institutions or with their house bank.
- If it turns out that the data in the web-shop account and or on the respective ticket is false or misleading, Starjack and the Stubai Glacier reserve the right to immediately block the web-shop account and thus block access to the products and services for all ticket blanks created under the user profile. An important reason for the exercise of the extraordinary right of termination by starjack and Stubai Glacier is given in this case.

## **11. Withdrawal from the ticket purchase**

- Since the booked services are provided in connection with leisure activities and since a specific time or period is contractually stipulated for the fulfilment of the contract by the mountain railways, the user has no right of withdrawal.
- Irrespective of this, the user is voluntarily granted a right of withdrawal as a service under the following conditions:
  1. By 8:00 p.m. on the first day of validity of the ticket at the latest (applies to one-day as well as multi-day tickets)
  2. Within one hour after ticket booking
  3. The right of withdrawal only applies to tickets that have not yet been used.
  4. The right of withdrawal only applies to tickets that were not designated as "non-cancellable" when the booking was made. Discounted offers of the mountain railways can be set as non-cancellable. This will be communicated to the user in words and symbols during ticket selection.
  5. The right of withdrawal applies to the "pick-up voucher" booking option only if the voucher has not yet been exchanged for a valid admission ticket at the pick-up machine/at the ticket office, regardless of when the ticket validity begins.
- If one of the above circumstances applies and the customer wishes to make use of this option, he/she must return the ticket independently via his/her web-shop account - menu "my tickets" - through which the ticket(s) was/are purchased. After a successful return, the returned ticket is immediately invalid; furthermore, the customer receives the ticket value immediately and in full as a credit in his web shop account.
- Cancellation with reversal of the monetary value to the means of payment used for payment can also only be made under the above conditions and only at the express request of the user. For this purpose, contact starjack support. For a chargeback to the credit card or bank account, starjack will charge a maximum of €25, depending on the ticket booked, whereby the customer will be informed of the exact costs when the chargeback request is

processed - before it is completed. Without exception, a chargeback can only be granted on the means of payment that was used to pay for the service.

## **12.Prices**

- The prices shown for users on the website and apps operated by the Stubai Glacier include VAT (as applicable in Austria).
- Reduced-price ticket offers, for example for certain age categories such as children and young people, as well as other categories such as senior tariffs, are based on the Stubai Glacier tariff regulations.

## **13.Discounts and promotions**

- The Stubai Glacier may offer its users promotions or discounts. The Stubai Glacier has the right to limit any promotion or discount per web shop account in order to ensure that as many users as possible can benefit from it.
- All promotions or discounts of any kind are, without exception, non-cumulative and will not be paid out in cash under any circumstances.

## **14.Warranty and compensation for damages**

- The Stubai Glacier undertakes to provide the sales services offered carefully and with the aid of the available resources.
- The liability for all types of damage caused by the Stubai Glacier is limited to the amount of the tariff of the purchased ticket or service. The Stubai Glacier shall not be liable for pecuniary damage caused by slight negligence. The Stubai Glacier is therefore only liable for financial losses in the event of gross negligence.
- The actual (transport) contract is concluded exclusively between the user and the Stubai Glacier.
- The Stubai Glacier provides all services using the Internet or mobile means of communication. The provision of services by Stubai Glacier may therefore not be possible for certain periods of time due to technical disruptions of all kinds. The Stubai Glacier therefore provides no guarantee for the uninterrupted availability of its offered sales services.

## **15.No reselling**

- Purchased tickets and services are not transferable. Violations of this prohibition will be sanctioned with the loss of the services associated with the purchased tickets and may lead to further claims for damages or penalties against the user.
- An (unauthorised) ticket sale by the user constitutes an important reason that makes it unacceptable for the Stubai Glacier to continue the contractual

relationship and entitles the Stubai Glacier to extraordinary withdrawal from the contract.

- The Stubai Glacier reserves the right to bring criminal charges against the user.

## **16. Duties and liability of the users**

- The services on the Stubai Glacier website as well as the starjack website and app and the webshop profile may only be used for private purposes. Data use for commercial, business or other non-private purposes is prohibited.
- Users shall indemnify the Stubai Glacier against any claims of third parties which are raised as a result of their fault due to unlawful use of the "Stubai Glacier" services.

## **17. Data protection and personal data**

- The protection of users' personal data is of particular concern to the Stubai Glacier. The Stubai Glacier therefore processes data exclusively on the basis of the statutory provisions.
- In the data protection information, the Stubai Glacier informs about the most important aspects of data processing within the framework of its website. The data protection information can be viewed at <https://www.stubaier-gletscher.com/en/privacy-policy/>.

## **18. Notifications**

- Notifications of the parties must be made in writing with proof of delivery to the last known address or e-mail address of the recipient of the declaration. For compliance with the written form, transmission via e-mail with confirmation of receipt shall be sufficient.

## **19. Severability clause**

- Should one of the provisions of these GTC be invalid, it shall be replaced by a valid provision provided by law for consumers. The remaining provisions of the GTC shall remain effective.

## **20. Choice of law and place of jurisdiction**

- The contractual relationship between the Stubai Glacier and the users shall be governed by (substantive) Austrian law, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods.
- Domestic jurisdiction is agreed upon.

- Insofar as no conflicting, mandatory rules of jurisdiction apply, the responsible court at the location of the Stubai Glacier shall have exclusive local jurisdiction.