

The following

**Agreement**

has been concluded

between

**WINTERSPORT TIROL AG & CO, STUBAIER BERGBAHNEN KG,  
Mutterberg 2, 6167 Neustift**

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**Authorised party of the ski area**

and

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(name of the racing promoter, the association, the consortium, the company, the ski school, the private organiser – hereinafter referred to as **Organiser**):

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(person to contact, e-mail address, mobile number)

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(country indicator, address of the **Organiser**)

1) This agreement is only valid for the time period defined below:

**From the beginning of ski operations in autumn 2019 to the end of ski operations in spring 2020**

After reservation in advance (information office Eisgrat) the organiser is permitted to stage a sports competition in the form of a timed run or a training run (hereinafter referred to in short as the 'Event') in the time period defined above.

2) The organiser expects about \_\_\_\_\_ active and about \_\_\_\_\_ passive participants to attend the Event.

3) The party authorised to dispose of the skiing area shall provide the organiser with the piste / piste sections / course indicated below for the purpose of staging the above event for the duration of the same. If all indicated pistes are already occupied it is not possible to receive a piste section. Only the information office Eisgrat is entitled to administrate and assign the piste sections.

The party authorised to dispose of the skiing area where the event is expected to take place at the same time informs the organiser that the staging of winter sports / ski sport events is not covered in principle by the allocation of the area for public winter sports / public skiing and that winter sports events may consequently only be held on pistes or piste sections which are not being used at the same time for public winter sports / public skiing.

Spatial boundaries of the area provided for said event (race / training session(s)) shall be established *in situ* by the representative responsible for the cableway / lift company (managing director, director of operations, piste manager, etc.).

The party authorised to dispose of the skiing area (cableway / lift company) shall call the attention of public winter sports / public skiing participants to the exclusion zone in the relevant part of the piste.

**Training sessions can only be held if snow and slope conditions are appropriate to do so. The Stubai Glacier Cableway cannot commit to honouring training slope bookings if atmospheric conditions do not permit training (no/little snow, icy slopes...), or if there is only a limited training programme on offer.**

4) The organiser of the timed run or training run is solely responsible for management, organisation and safety issues during the event and throughout the event venue. In particular, the organiser shall enter into the following obligations:

4.1. All parts of the event shall be limited exclusively to the pistes or piste sections allocated above for the period of time indicated above.

4.2. The organiser is responsible for adequately safeguarding the racecourse / training course with regard to spectators, bystanders and any other winter sports practitioners or skiers.

4.3. The event venue must in any case be safeguarded in such a way that non-participants of the event are not exposed to hazards of any kind whatsoever resulting from the staging of the event.

4.4. The event venue including the spectators' area must be clearly separated from the sections of the piste used for public skiing and marked in such a way that the spatial boundaries of or area provided for the event venue are clearly apparent for active or passive event participants as well as for piste users who are not participating in the event.

4.5. The organiser shall take all the usual safety precautions for events such as the one planned above which are adequate and necessary to ensure the physical safety of all active and passive participants as well as of non-participating third parties.

4.6. At the end of the race / training event the organiser shall dismantle all slalom poles, barriers and any other such obstacles (e.g. poles that have broken off, timing cables, etc.) so that the piste / course can once again be safely used by winter sports practitioners / piste users.

4.7. The trainer and/or head trainer is responsible for his/her section of the piste during the training session. Stubai Gletscherbahn shall not be held liable for any damage.

4.8. Every trainer in charge of a line is responsible for ensuring that sufficient distance is maintained (left and right) of starting ski racers.

5) By signing this document the organiser confirms that:

5.1. He has the competence and expertise required to meet the obligations indicated above;

5.2. He will meet the obligations indicated above;

5.3. He releases party authorised to dispose of the skiing area (cableway / lift company) from any claims whatsoever made against the latter due to the staging of the event indicated above.

5.4. To have received the information sheet from the Stubai Gletscherbahn for coaches, and to have read and accepted and signed.

5.5. The FIS rules (<http://www.fis-ski.com/data/document/10-fis-rules-for-conduct.pdf>) are to be read and understood.

6) A separate compensation agreement shall be drawn up in the event that the party authorised to dispose of the skiing area (cableway / lift company) incurs any expenses (e.g. as a result of providing materials, grooming work and passenger transportation, etc.).

7) The organiser expressly declares that he is in possession of all required permits and authorisations to stage the event.

8) Data protection: the person in charge agrees on behalf of the association that the announced club and personal data is used for purpose-related infomails and for the training info TV at the valley stations.

## **DATA PROTECTION DECLARATION**

For the purposes of contract performance and taking steps prior to entering into a contract, the personal data (addresses, telephone numbers, email addresses) of partners from contracts are automatically processed and stored. Without this data, we, Wintersport Tirol AG & Co, Stubaier Bergbahnen KG, cannot enter into contracts.

Data is only transferred to third parties when required to perform the contract, to comply with obligations under tax law and other legal obligations, and to establish the traceability of products delivered vis-à-vis contractual partners.

All data from the contractual relationship will be stored until the time limit required under tax law (7 years) has passed. Data processing is carried out on the basis of the legal provisions of Section 96 (3) TKG (Telekommunikationsgesetz [German Telecommunications Act]) and Article 6(1)(a) (consent) and/or (b) (required for contract performance).

On written request, Wintersport Tirol AG & Co, Stubaier Bergbahnen KG will provide information on the data stored at any time. Should the data stored by us be incorrect, this will be rectified immediately following written notification and the data subject or contractual partner will be informed of this. If a contractual partner does not want their data to be processed by Wintersport Tirol AG & Co, Stubaier Bergbahnen KG any more, they can notify us of this in writing immediately. We, Wintersport Tirol AG & Co, Stubaier Bergbahnen KG, will erase all data immediately and informed the data subject or contractual partner of this. Should there be compelling legal grounds preventing erasure, the data subject or contractual partner will be informed of these immediately. Please send queries and notifications to: Wintersport Tirol AG & Co, Stubaier Bergbahnen KG | Mutterberg 2 | 6167 Neustift or [info@stubaier-gletscher.com](mailto:info@stubaier-gletscher.com).

## Declaration of consent

I agree that my personal data, specifically my name, address, tel./fax number, email address and VAT no., may be processed electronically and that information and advertisements may be sent to me by post, via WhatsApp and by email.

I understand that I can withdraw this consent at any time (info@stubaier-gletscher.com or Wintersport Tirol AG & Co, Stubaier Bergbahnen KG | Mutterberg 2 | 6167 Neustift) so that it is no longer permitted to process my data for the aforementioned purpose following withdrawal.

I agree

I do not agree

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Organiser: stamp, signature

\_\_\_\_\_  
Party authorised to dispose of the skiing area /  
Cableway/ Lift company