

General terms and conditions for the Snow Card Tirol

Last amended: August 2017

These GTC regulate the contractual relationship between the **Snow Card Tirol** partners and the natural persons (hereafter 'Users') who use **Snow Card Tirol** services.

General provisions

- The **Snow Card Tirol** is available to all persons at the regular price shown in the price list. For persons who have their main residence in Tirol (proof to be provided by way of confirmation of registration, issued within the past three months; the confirmation of registration **MUST** be presented on the same day that the card is purchased – no cards will be issued without confirmation of registration) and for persons employed in Tirol (proof to be provided by way of confirmation of social security status, issued within the past three months) and for students of the University of Innsbruck or of a university or college of higher education based in Tirol (proof to be provided by way of valid student ID for the current academic year/semester), the reduced rate shall apply.
- The **Snow Card Tirol** is valid from October 1st to May 15th.
- Children born in or after 2012 are entitled to FREE access and do not need the card.
- Children born between 2002 and 2011 are entitled to the children's rate.
- Persons born between 1999 and 2001 are entitled to the young persons' rate.
- Persons with a disability of 60% or more are entitled to the disabled rate (proof to be provided by way of disabled certification in the original).
- The **Snow Card Tirol** is issued with the holder's first name, surname, date of birth and photograph. Applicants for the card must provide a **recent** photograph in which their head, face and eyes are uncovered.
- The card is non-transferrable, even among members of the same family.
- When purchasing and using the card, official photo ID must be presented or available for inspection.
- The **Snow Card Tirol** is installed only on contactless data storage devices (keycards). A keycard costs two euros. It is **not** a deposit card and remains the property of the cardholder. The fully functional ISO Dual keycard can also be re-used the following year. In the event that a keycard fails to work, the data stored on it can be transferred to another card, for which a fee of two euros will be charged. For the issue of new cards, a recent photograph will again be required.
- In Team Axess areas, the ski data card requires one-off activation at a sales point before being used for the first time. Facilities affected include the Rofan Seilbahn at Achensee, the Innsbruck Nordkettenbahn, the Zahmer Kaiser lifts and the Hochalm lifte Christlum.
- The **Snow Card Tirol** is NOT valid on the Innsbruck Hungerburgbahn.
- When using the facilities covered by the **Snow Card Tirol**, Users must always carry their card and present it for inspection, together with photo ID, when required to do so.
- The **Snow Card Tirol** is available at the prices set for the season in question.
- The **Snow Card Tirol** cannot be exchanged for another ski pass or transferred to other persons. The card's period of validity cannot be deferred.

- No refunds shall be due in the event of poor weather, early departure or the breakdown or unavailability of facilities.
- The services to which Users of the **Snow Card Tirol** are entitled are provided by legally independent companies. The merchant who sells the card is acting solely as the representative of these companies. The obligation to provide the services, or to provide compensation for any incidents that may occur, shall be **solely** that of the company concerned.

Conditions of use

The **Snow Card Tirol** is primarily intended for the purposes of skiing and snowboarding under the auspices of the ninety-plus participating Tirol ski companies (member companies). The card entitles the User to use the member companies' facilities during normal operating and opening hours. Not included are **nighttime skiing or special trips outside of normal operating hours**. Operating and opening hours are set individually by each member company. The non-participation for operational reasons of any member company, whether in whole or in part, and regardless of grounds, shall not entitle the User to any compensation or partial compensation.

Snow Card partners

For the sake of simplicity, the over ninety participating ski companies are referred to as ski areas.

Loss of card

In the event of loss of the card, the User must immediately report the loss to the nearest sales point. The issue of a replacement card shall be subject to presentation of official lost property certification and/or official certification of theft. Issue of a replacement card shall be subject to payment of a 50 euro processing fee and two euros for the keycard.

Replacement cards can be obtained from any sales point.

Failure to carry Snow Card Tirol

If the User fails to carry the **Snow Card Tirol**, he/she shall be liable for the entrance fee due for the ski area or member company concerned.

Reimbursement

The following circumstances shall entitle the user to partial reimbursement of the purchase price for the **Snow Card Tirol**:

- Pregnancy
- Accident or illness resulting in incapacity of least four weeks' duration

Applications for reimbursement are to be submitted to the cable car company from which the **Snow Card Tirol** was purchased. Applications must be accompanied by a doctor's note (stating, where injury or illness is concerned, the duration of incapacity). No reimbursement will be paid without a doctor's note. The reimbursement to which the User is entitled will be

determined by the date on which the **Snow Card Tirol** is submitted to the cable car company concerned.

The amount of reimbursement payable during the validity period of the **Snow Card Tirol** is calculated as follows:

Surrender of SCT	Reimbursement
Before Nov. 30 incl.	80% of season card rate
Before Dec. 31 incl.	60% of season card rate
Before Jan. 31 incl.	30% of season card rate
Before Feb. 28 incl.	10% of season card rate

Misuse

Cable car passes are non-transferrable. Misuse of the **Snow Card Tirol** by the User will result in the immediate suspension of the card. Misuse especially includes: transfer of the card to, or use by, any third party; acquisition of the card by providing false details regarding main residence, age, employment etc.; or acquisition the card by means of fraudulent confirmations.

Misuse by the User shall in addition incur a fine of 250 euros. The cable car company affected further reserves the right to check that the penalty notice has been issued.

Defective data storage devices

If a **Snow Card Tirol** data storage device (keycard) is rejected at the point of entry despite being confirmed to be valid, the participating cable car can issue a new card. Whether the User or customer has to pay the standard two-euro fee for the replacement keycard will be at the discretion of the lift company concerned.

Jurisdiction/applicable law

The jurisdiction for disputes arising from this contractual relationship is that of the competent court in Innsbruck, unless otherwise provide for under statutory regulations. Disputes arising from this contractual relationship shall be subject solely to the law of Austria.