



### These General Terms and Conditions apply to Ski & Snowboard Schools operating in the Province of Salzburg

#### **1. General Provisions:**

Unless agreed otherwise, these General Terms and Conditions shall apply to all legal transactions and contractual relationships concluded between ski & snowboard schools operating in the Province of Salzburg (the "Salzburg Ski & Snowboard Schools") and their customers as contractual partners. The objective of the Salzburg Ski & Snowboard Schools is the operation of snow sports schools in the sense of ski schools and snowboard schools including the services of teaching the skills and knowledge necessary to perform snow sports, in particular skiing and snowboarding (in both cases, however, without a guarantee of achieving any particular training success), as well as guiding and supporting clients in snow sports, in particular with regard to skiing and snowboarding.

#### **2. Reservation, Offer, Order Confirmation, Conclusion of Contract, On-line Price Enquiries and Prices:**

Reservations for individual and group courses may be made personally on site, via the internet, by phone or fax.

The offering of the Salzburg Ski & Snowboard Schools is non-binding.

Reservations must be accepted and the scope of services confirmed in the form of written order confirmations issued by Salzburg Ski & Snowboard Schools. Additional agreements made orally or by telephone shall be valid only if expressly confirmed in writing by the relevant Salzburg Ski & Snowboard School.

Where booking is made on site (individual and group courses), a contractual relationship shall arise only upon the purchase and issuance of the requisite course card. The same shall apply to bookings made by means of distance communication where the requisite course card is received by the client before the commencement of the provision of services. In any event, the course card can only be issued upon full payment of the course fee before the beginning of the course.

All prices charged by the Salzburg Ski & Snowboard Schools are in euros and, unless otherwise agreed, they include the statutory value-added tax. Information included in price lists is not guaranteed. No liability is assumed for possible misprints.



### 3. Payment Terms:

With respect to contracts concluded via the internet, fax or other means of distance communication regarding both individual and group courses, and unless otherwise agreed in writing, a down payment of at least 50% of the invoiced amount shall be payable immediately upon receipt of a written order confirmation. Such down payment shall be credited to the relevant Ski & Snowboard School bank account no later than three business days prior to the commencement of the provision of services.

Where, in individual cases, the client and the Salzburg Ski & Snowboard School expressly agree so in writing, the entire course fee may be paid in cash immediately before the commencement of the provision of services directly to the ski instructor or another party authorized by the relevant Salzburg Ski & Snowboard School to receive such course fee.

For contracts concluded at the place of service provision, the payment for the services to be rendered shall be made, in cash or by a commonly-used electronic payment method, in the office of the respective Salzburg Ski & Snowboard School before the beginning of the course.

In the event of a delay with payment, the Salzburg Ski & Snowboard Schools are entitled to demand the payment of the statutory default interest from their contractual partners.

### 4. On-line Offering and On-line Bookings:

These Terms and Conditions shall apply to all performance rendered by the Salzburg Ski & Snowboard Schools on the basis of on-line enquiries and orders made via the internet or another on-line service.

#### 4.1. Contents of On-line Offers:

The Ski & Snowboard School / the ski and snowboard equipment rental shop (hereinafter referred to only as the "Author") does not assume any liability for the topicality, accuracy, completeness or quality of the information provided by it. Liability claims against the Author regarding any kind of material or immaterial damage incurred as a result of the use of, or failure to use, the information presented, or the use of incorrect or incomplete information, are excluded in principle, unless a serious fault on the side of the Author is proved.

All offerings are non-binding. The Author expressly reserves the right to change, amend, delete, suspend or entirely cancel the publication of a part of or the entire website, or its entire offering without special notice.



### 4.2. References, Links:

The Author does not assume any liability whatsoever for direct or indirect references to websites of others ("links") that lie outside the Author's field of responsibility, except where the Author demonstrably knew, before including such link, that the concerned website included illegal content or failed, through its own gross negligence after gaining such knowledge, to prevent or forbid the use of such illegal content by third parties provided that it was technically feasible and reasonable for it to do so.

The Author hereby expressly declares that as of the moment of placement of any links, no illegal contents were identifiable or known to be contained on the websites made available through such links. It is entirely impossible for the Author to influence the present or future design, contents or authorship of the linked or otherwise connected websites. The Author hereby expressly dissociates itself from all contents of all linked or otherwise connected websites that have been changed after the linking or placement of the relevant link. This applies to all links and references contained within the Author's own internet offering, as well as all third-party entries in guest books, discussion platforms, mailing lists etc. arranged by the Author.

The provider of the website to which reference is made alone shall be liable for illegal, incorrect or incomplete contents and, in particular, for any damage incurred as a result of using, or failing to use, the information made available in this manner; this shall not apply to a provider who, by placing a link, solely refers to the respective publication.

### 4.3. Copyright and Trademarks:

The Author shall exert its best efforts to observe the rights of copyright and trademark in connection with the graphics, audio documents, video sequences and texts used in its publications and to use graphics, audio documents, video sequences and texts that were created by it or are license-free.

All trademarks and product names mentioned within the web offering which may be protected by third-party rights shall be subject to the provisions of the applicable valid trademark laws, other applicable legal regulations, as well as the ownership rights of their respective registered owners. The fact that a trademark is mentioned does not, by itself, mean that it is not protected by any third-party rights.

Copyright to published objects created by the Author itself shall remain exclusively with the Author of the respective website. Reproduction or use of such graphics, audio documents, video sequences and texts in other electronic or printed publications shall require the express consent of the Author.

By accepting the General Terms and Conditions of the Salzburg Ski and Snowboard Schools, the course participant expressly and irrevocably agrees that, in the framework of ski instruction and events in connection therewith, the Salzburg Ski and Snowboard School may take photographs



and publish them on its website or Facebook site. The course participant may not derive any rights from this; by accepting the GTC of the Salzburg Ski and Snowboard School, the course participant expressly waives any such rights.

### 5. General Terms for Participation:

The contractual partner shall inform the Salzburg Ski & Snowboard School at the beginning of the course, truthfully and in full, about his skills and experience in various kinds of snow sports, especially in skiing and snowboarding. He himself shall have independent responsibility for his equipment which shall meet current technology standards for snow sports, in particular skiing and snowboarding, and be suitable given the external conditions, and shall bear the cost in connection therewith. The contractual partner shall also inform the Salzburg Ski & Snowboard School about his health condition and any health issues that may affect his performance of snow sports or become acute during the performance of such sports.

Prior to the beginning of instruction, the contractual partner shall independently arrange for technical inspection of his equipment, in particular skiing and snowboarding equipment and binding, by a professional. The respective Ski & Snowboard School shall not be liable in any way for any damage incurred by the contractual partner as a result of unprofessional or insufficient inspection, adjustment or maintenance of his equipment. Each contractual partner shall be responsible for the technical safety of and absence of defects in his own equipment and shall bear the full cost of any damage incurred as a result of using unsafe or defective equipment. The Ski & Snowboard School may prevent the contractual partner from participating in the course if his technical equipment compromises safety or is defective until such defects have been removed; in such event, the contractual partner shall have no right for a refund of the relevant part of the course fee corresponding to the missed instruction units.

Division into groups, as well as evaluation of the contractual partner's skills for the purpose of the course shall be carried out by the Salzburg Ski & Snowboard Schools. If it becomes necessary to assign a participant to a less advanced group, the contractual partner shall respect such decision. Otherwise, the relevant Salzburg Ski & Snowboard School shall be entitled to terminate the contract with immediate effect without the right for a refund of the course fee paid such non-conforming contractual partner.

The contractual partner shall strictly and exactly follow and observe the instructions of the Salzburg Ski & Snowboard Schools. Disregarding such instructions and warnings shall give the Salzburg Ski & Snowboard Schools the right to terminate the contract with immediate effect. Furthermore, the Ski & Snowboard Schools shall be entitled to do so if the contractual partner is affected by the consumption of alcohol and/or other drugs. In all such events, the contractual partner shall have no right to have the course fee paid by him refunded.

For group courses, if the number of members in a group falls to fewer than five persons, the Salzburg Ski & Snowboard Schools reserve the right to either merge groups or reduce instruction time correspondingly.



### 6. Liability Terms:

It is strongly recommended that the contractual partners of the Salzburg Ski & Snowboard Schools purchase domestic/international health insurance, accident insurance and liability insurance. Under the law, the Salzburg Ski & Snowboard Schools shall only be liable for damage incurred in connection with the activities of the Salzburg Ski & Snowboard Schools if caused by their wilful intent or gross negligence. The Salzburg Ski & Snowboard Schools possess corresponding liability insurance contracts. Moreover, the relevant Ski & Snowboard School shall not be liable in any way if the contractual partner suffers a physical injury, incurs damage or causes damage of any kind through his disregarding instructions, the International Ski Federation (FIS)'s ski slopes rules, statutory regulations or provisions of these General Terms and Conditions.

### 7. Claims:

The contractual partner shall submit any claims or complaints without delay directly to the office of the relevant Salzburg Ski & Snowboard School so that the situation can be swiftly remedied and the provision of services can continue. Should the contractual partner fail to exercise his right to complain without delay, but by the end of the provision of services at the latest, his possible claim for a reduction of the course fee shall be disregarded. The contractual partner shall submit any other claims vis-à-vis the Salzburg Ski & Snowboard Schools in writing, with a reasoning and no later than four weeks from the moment such claims arose or the contractual partner learnt of them.

### 8. Withdrawal:

Withdrawal from a contract for an individual course without a cancellation fee is possible by 5 p.m. of the preceding day at the latest. If the course is cancelled later, the Salzburg Ski & Snowboard School shall be entitled to charge the cost of the course as previously agreed in the extent of one full daily rate, or, if only half a day or individual hours have been booked, the corresponding part of such daily or hourly rate.

Where a contract for a group course is withdrawn, the fees already paid shall be refunded only in the event of an accident or illness against submission of a medical certificate issued by a local physician. The amount to be refunded in respect of the given period shall be re-calculated on the basis of the services actually provided. The total amount shall thus be reduced but, at the same time, daily rates can grow. No refund shall be paid where participants do not arrive for the agreed course or if the contractual partner withdraws from the contract in the course of the provision of services.

If a course is cancelled due to poor weather conditions (force majeure), the paid course fee shall not be refunded by the Salzburg Ski- & Snowboard Schools.



The use of ski lifts is not included in the course fee. Any costs in connection with the use of any ascending equipment shall be borne by the course participants as contractual partners. No compensation shall be paid by the Ski & Snowboard School for instruction time cancelled due to cable car or ski lift failure.

### **9. Safety:**

We expressly point out to course participants that pursuant to the Salzburger Landessportgesetz of 1988 (Provincial Law Gazette No. 98/1987), children and youth up to the (completed) 15<sup>th</sup> year of age must wear the Austrian standard ÖNORM EN 1077:2007-compliant ski or snowboard helmet intended for use during the performance of alpine skiing and snowboarding. In addition to that, course participants must acquaint themselves with the contents and application of the common FIS ski slope rules and observe such rules.

### **10. Jurisdiction, Place of Performance, Choice of Law:**

The place of performance shall be the seat of the central branch of the respective Ski & Snowboard School / ski equipment rental shop. Any legal disputes arising from the contract shall be submitted to the competent court with local and subject-matter jurisdiction at the location of the Ski & Snowboard School /ski equipment rental shop's central branch. Austrian law shall be the governing law. The contract language shall be German.

### **11. Legal effect:**

Should any individual provision of these General Terms and Conditions be or become ineffective, such ineffectiveness shall not affect the effectiveness of the remaining provisions and the legal transactions concluded on the basis hereof. The ineffective provision shall be replaced with another effective provision which is as close as possible to the original provision in terms of its economic impact. Any amendments to these General Terms and Conditions shall require written form.