

SuperSkiCard

General Terms and Conditions

1. General information and scope of services

Schmittenhöhebahn AG is the representative of all cable car and lift companies participating in the SuperSkiCard. These can be seen under www.superskicard.com/skiregionen. The cable car and lift companies operate their cable cars and lifts as well as the slopes independently and on their own responsibility.

A "SuperSkiCard", i.e. the SuperSkiCard season ticket, the SuperSkiCard 10-day subscription block and the SuperSkiCard day ski passes (1 to 14 days) can be purchased either via the website www.superskicard.com or from the participating cable car and lift companies, and from the other contractual partners published on the website www.superskicard.com.

In all cases, the SuperSkiCard General Terms and Conditions apply.

Schmittenhöhebahn AG acts as an intermediary in the sale of the SuperSkiCard in the event of online sales via the website. The customer's contractual partners when purchasing the SuperSkiCard are the participating cable car and lift companies.

The SuperSkiCard entitles the customer to use the facilities and slopes operated to the respective extent by the participating cable car and lift companies, as well as the local ski bus organised by the participating lift and cable car companies during the operating and opening hours of the winter season. Excluded from this are the night skiing and evening offers (tobogganing and special trips outside of normal operating hours).

2. Contract Conclusion

2.1 The customer's online order requires a complete and correct entry of all mandatory fields in the booking window as well as an express acceptance of the General T&Cs.

False information shall lead to the withdrawal of the authorisation and to the exclusion of transport, without replacement.

The SuperSkiCard season ticket, the 10-day subscription block and ski passes from 8 to 14 days can only be booked with a current personal photo. The customer is obliged to immediately announce changes to their contact details, where these are to be provided for the purchase of the SuperSkiCard (e.g. name, residential address, email address). Entering the data and clicking on the button "order with obligation to pay" legally constitutes an order. The acceptance of the order is expressly reserved. There is no obligation to accept the customer's offer. The customer will receive an email to the address provided within 10 days at the latest, with which, if necessary, an acceptance of the order shall take place. The regulations apply mutatis mutandis to the purchase of the SuperSkiCard from any one of the participating cable car and lift companies or another contractual partner, under the proviso that a customer is a consumer within the definition of the consumer protection laws and in the case of online orders, where a right of withdrawal is due. The cancellation policy and a withdrawal form are linked here.

2.2 The services (Point 1 above) can be used after receipt of the SuperSkiCard during the validity period.

3. Costs/Payment

3.1 The SuperSkiCard is sold

(a) on the website www.superskicard.com

(b) at the current tariffs displayed at the cable car and lift companies

When purchasing the SuperSkiCard, a cash deposit (KeyCard deposit) will be charged, the amount of which is also shown in the tariff notices. It is collected together with the invoice amount for the SuperSkiCard. The deposit fee and the listed tariffs each include the statutory Value Added Tax. The purchase of the SuperSkiCard is possible by e.g. credit card (Visa, Mastercard, Amex or Diners Club), PayPal, advance bank transfer or in cash at the cable car and lift companies.

3.2 For a lost or damaged SuperSkiCard season ticket or a SuperSkiCard subscription block, a new SuperSkiCard season ticket or a new SuperSkiCard subscription block can be issued for a processing fee of € 15 Euros. The cash deposit for the SuperSkiCard must be deposited once again.

Such reissue requires the presentation of the blocking receipt and an official photo ID. If the SuperSkiCard has already been used on the day of the notification of loss, the validity period of the newly issued SuperSkiCard is limited to the days following that day.

4. Dispatch

When ordering online, the SuperSkiCard will be sent within two working days after acceptance of the order. No responsibility is assumed for the duration or reliability of the carriage by the Austrian Post Office. As a rule, delivery takes at least three days after dispatch.

5. Use of services

These General Terms and Conditions and the Conditions of Carriage (posted locally on-site) of the respective cable car and lift companies apply to the use of the SuperSkiCard services. Furthermore, the regulations and measures prescribed by the authorities in connection with pandemics (e.g. Covid-19) apply.

As far as the member companies of the SuperSkiCard network are able to provide their services and the lifts in operation allow the use of the corresponding slopes, the customer has no right of withdrawal in the event of bad weather, avalanche danger, unforeseen departure of the customer, temporary interruption of operations, weather-related shutdowns of individual facilities or ski resorts, closures of individual ski slopes or ski resorts, overcrowding of slopes or illness of the ticket holder. There is therefore no entitlement to a refund in these cases and the customer is thereby not released from their obligation for payment.

It is expressly stated that no (pro-rata) refund can be allocated where the partners of the SuperSkiCard are able to provide their services, but the user does not make use of these services due to personal considerations/decisions. Therefore, should, for example, official measures for the use of the services by the partners of the SuperSkiCard be ordered (e.g. obligation to submit a negative test certificate, proof of vaccination, etc.) and the user cannot or does not want to provide this evidence/proof/information, no claim for any (pro-rata) refund can be asserted.

It is also stated that such compliance with the COVID-19 or other protective measures prescribed by the authorities to contain a pandemic is the sole responsibility of the user. If the user cannot or does not want to comply with any officially prescribed measures, the transport of said user may not take place and no claim for any (pro-rata) refund can be asserted.

Likewise, there is no entitlement to any (pro-rata) refund or extension of the SuperSkiCard when partners of the SuperSkiCard take one or more lifts out of operation due to the pandemic related reduced user frequency, as the user still has the opportunity to use the majority of the services offered.

6. Liability

Liability for property damage is limited to cases of intent or gross negligence. Claims for damages for slight negligence are excluded. Liability for personal injury is unlimited. Claims arising from the title of damages are to be asserted with the cable car and lift company responsible for the damage.

7. Reimbursement in case of shutdown due to epidemics or pandemics

If the participating cable car and lift companies are prevented from providing services, on all lifts and cable car facilities in all regions in which the SuperSkiCard is valid, due to an epidemic or pandemic and if this leads to a complete closure of the affected cable car and lift companies within a period of at least 4 weeks from the date of purchase of the season ticket, the costs paid by the customer for the SuperSkiCard for the period of the complete closure of the facilities will be reimbursed as follows:

- for the SuperSkiCard 1-14 day ski passes based on the actual possible use (e.g. should a closure be enforced after the 3rd day of validity of a 6-day ski pass, the customer will be refunded the difference between the purchase price of a 3-day ski pass and the purchase price paid by them for the 6-day ski pass;
- in the case of a SuperSkiCard subscription block, the customer will be refunded aliquot for the days of the SuperSkiCard subscription block that have not been consumed (credit);
- in the case of the SuperSkiCard season ticket, the refund is made on the basis of an amortisation calculation, whereby it is determined in each case whether the costs of the SuperSkiCard have already been amortised by the customer's claim. This calculation is based on a fictitious day ticket price calculated by the cable car and lift companies for the respective product, which shows that the costs of the SuperSkiCard are amortised from the 15th or more ski days. A refund is therefore excluded if the customer has already used the season ticket on 15 or more ski days. If a season ticket is purchased during or after a lockdown, the customer is not entitled to a refund for the period of the current or already expired lockdown.

The refund claim can be made to any selling cable car and lift company, at the earliest at the end of the ski season.

8. Reimbursement in case of injury or illness

If the customer is prevented from skiing due to a serious injury or illness, there is no entitlement to any reimbursement. However, for the sake of goodwill, the cable car and lift companies reserve the right to refund the costs of the SuperSkiCard at their respective discretion. The prerequisite here is the presentation of a medical certificate from a locally present doctor and the immediate depositing of the SuperSkiCard at one of the main cash desks in the areas of the SuperSkiCard network. The proportion of any reimbursement depends on the purchase value and the period of use of the SuperSkiCard.

9. Abuse

The SuperSkiCard is not transferable (even within a family). Any misuse will result in the withdrawal of the card without replacement. The customer is also obliged to reimburse the costs of a day ticket and a penalty fee resulting from the tariff conditions of the participating cable car and lift company. The card must be stored in such a way that misuse by third parties is also excluded. The filing of any criminal complaint is expressly reserved.

10. Privacy Policy

The protection of the personal data of our customers is of particular concern to the cable car and lift companies. The data of the customers are therefore processed exclusively on the basis of the legal provisions (in particular GDPR and Data Protection Laws). Reference is made to the data protection declarations of the participating cable car & lift companies published on their websites.

11. Choice of law and place of jurisdiction

Substantive Austrian law and the conflict of law rules of international private law shall apply as agreed.

(as of 27th September, 2021)