

# General Terms and Conditions of the Snow Card Tirol

Status: August 2024

These terms and conditions govern the contractual relationship between the more than 90 partners of the Snow Card Tirol and the natural persons (hereinafter referred to as "users") who use the services of the partners of the Snow Card Tirol. A current list of the partners of the Snow Card Tirol can be accessed at <https://snowcard.tirol.at/#skigebiete>

## General Provisions

- The **Snow Card Tirol** can be used from 1 October at the earliest, until 15 May at the latest. The partners of the **Snow Card Tirol** will – as far as possible – endeavor to keep their lifts and slopes in operation during this period.
- Children born in 2019 or later go FREE and do not need a card.
- Persons born between 2009 and 2018 are considered children.
- Persons born between 2006 and 2008 are considered youths.
- The **Snow Card Tirol** is issued individually with the user's surname, first name, date of birth and an accompanying photo. To obtain the **Snow Card Tirol**, a **current** photo (without head covering and/or ski goggles) must be provided.
- When purchasing and using the **Snow Card Tirol**, an official photo ID and proof of entitlement to a reduction must be presented and carried at all times.
- To claim the corresponding reduction according to the current price list, the original disability pass must be presented, confirming a degree of disability/a reduction in earning capacity of at least 60%.
- The Snow Card Tirol is only issued on contactless data carriers ("Keycard"). Since the Keycard is a deposit card, all prices are plus EUR 2- deposit. The deposit will be fully refunded upon return of the undamaged and functional Keycard. The functional ISO Dual Keycard can also be used again next year. If a Keycard no longer works, the data can be transferred to a new card, but a deposit of EUR 2- must be paid for this new card. When issuing a new Keycard, a current photo must be provided again!
- In some partner facilities (those using Axess), the Skidata card must be activated once at a point of sale/a cashier before the first use. The areas affected by this can be found at <https://snowcard.tirol.at/#skigebiete>
- To use the **Snow Card Tirol** facilities, the user must always carry the card and present it upon request – in conjunction with a photo ID and proof of eligibility for a discount.
- The tariffs announced at the time of purchase apply to the purchase of the Snow Card Tirol.
- The exchange of the **Snow Card Tirol** for another ski pass and a transfer to other persons, as well as a deferment of the period of the validity period is not possible.
- The **Snow Card Tirol** is not transferable to third parties (for their use); passing it on to third parties for use by them constitutes misuse, triggering the consequences described below.
- The individual services to which the **Snow Card Tirol** entitles the holder are provided

by its legally independent partner companies. The partner selling the **Snow Card Tirol** acts only as a representative for the other partners. The respective partner in whose ski area an incident occurs is therefore always liable for the provision of individual services and for the consequences of accidents.

## Terms of Use

- The primary purpose of the **Snow Card Tirol** is to enable skiing and snowboarding at the over 90 participating cable car companies in Tyrol.
- With the **Snow Card Tirol**, the user is entitled to use the open facilities of **Snow Card Tirol** partners on at least 20 days and during the respectively announced operating and opening times (excluding night skiing, toboggan runs, special rides outside regular operating hours, or events).
- The **Snow Card Tirol** can be used from 1 October at the earliest and until 15 May at the latest. The partners of the **Snow Card Tirol** will – as far as possible – endeavor to keep their facilities and slopes in operation during this period.
- The user is entitled to use the services of the **Snow Card Tirol** partners on at least 20 days within the aforementioned period. If the **Snow Card Tirol** is used for at least 20 days the **Snow Card Tirol** partners have fulfilled their service obligation in full.
- However, the **Snow Card Tirol** can also be used beyond these 20 days without additional payment within this period (earliest October 1st and latest May 15th) if the operation of facilities and slopes is possible.
- The contract of carriage is only concluded for the use of the respective open areas (cable car facilities, slopes, ski routes, etc.) during the announced operating times. Contractual claims against the cable car operator therefore only exist for the duration of the operating hours announced for the ski area visited by the customer and only for the open areas. The operating and opening hours are determined and published autonomously by the respective partner.
- Necessary maintenance work (e.g., use of snow groomers, cable winches, etc.) is carried out outside these operating hours, during which obstacles (e.g., cables, ropes, hoses, etc.) may be on the slopes or ski routes, creating significant dangers; outside these operating hours, no protection against hazards is provided.
- The **Snow Card Tirol** is NOT valid for the Hungerburgbahn in Innsbruck, is not valid in Ischgl on concert days (the concert dates for the current winter season can be found at [www.ischgl.com](http://www.ischgl.com)) and is only valid for the ascent and descent on the Tiroler Zugspitzbahn.

## Loss

- In the event of loss of the **Snow Card Tirol**, the user is obliged to report this immediately to a point of sales so that this data carrier can be blocked to prevent misuse.
- A replacement card can be requested at any point of sales upon presentation of an official photo ID and an official loss report and/or theft report.
- To issue the replacement card, the user must pay a processing fee of EUR 50,- and EUR 2,- for the Keycard.

## Forgetting the Snow Card Tirol

- If a user forgets the **Snow Card Tirol**, they must pay the tariff of the respective skiing area or other membership fee. The issue of a replacement card is not possible.

## Refunds

Except for the three cases listed below (pregnancy, accident/illness, operation for less than 70 days), there is no entitlement to a (partial) refund of the **Snow Card Tirol**, regardless of the reason for the restriction, disruption, cessation, etc. of the operation of one or more partners of the **Snow Card Tirol**.

- In the event of pregnancy or an accident/illness (with a health impairment of at least 4 weeks), the user can apply for a refund from the partner of the **Snow Card Tirol** where it was purchased. For this purpose, a medical certificate must be submitted. In the case of accident or illness, the certificate must state the duration of the health impairment. The amount of the refund is determined by the date on which the **Snow Card Tirol** was deposited with the relevant partner and is calculated as follows:

Deposti SCT	Refund
Until 30.11.	80% of the purchase price
Until 31.12.	60% of the purchase price
Until 31.01.	30% of the purchase price
Until 28.02.	10% of the purchase price

- As is general knowledge and as has been the norm every year since the beginning of commercial winter sports throughout the Alpine region, not all facilities and slopes of all partners can always be continuously open. If individual facilities or slopes, or the ski areas of individual partners of the Snow Card Tirol, are closed, a (partial) refund can only be claimed under the following conditions:
  - In the period from 1st October at the earliest to 15th May at the latest, use of the **Snow Card Tirol** was generally only possible on a total of fewer than 70 days.
  - The user has used the **Snow Card Tirol** on fewer than 20 days.

Under these conditions, a partial refund of the **Snow Card Tirol's** costs will be made by the partner from whom it was purchased, and the user will receive one-twentieth of the costs reimbursed per unused day.

## Health-Related Protective Measures

- Compliance with any health-related protective measures prescribed by the authorities for users of a skiing area (e.g. to contain a pandemic) is the sole responsibility of the user.

- If the user cannot or does not want to comply with the mandatory health-related protective measures prescribed by the authorities (e.g., proof of vaccination or test, wearing a mask, distancing rules, etc.), transport cannot be provided. In this case, the user shall not be entitled to a (partial) refund of the costs paid for the **Snow Card Tirol**.

### **Misuse**

- The **Snow Card Tirol** is not transferable to third parties for use by them.
- Any misuse of the **Snow Card Tirol** will result in its immediate suspension.

Misuse is deemed to have occurred if the card is passed on to third parties for use by them, if it is purchased in combination with providing incorrect information (age, etc.) or with the falsification of any required proof. In the case of misuse, the user shall be obliged to pay a penalty of EUR 250,- and the partner reserves the right to file a criminal complaint.

### **Defective Data Carrier Card**

If a Snow Card Tirol data carrier ("Keycard") is not accepted by the access system, although the card is valid according to the stored data, any partner can issue a replacement card.