

## **SKI SCHOOL FREERIDE-ALPIN GMBH BASED IN 5524 ANNABERG, AUSTRIA**

### **1. GENERAL**

Unless otherwise agreed, our GTC apply to all transactions between the freeride-alpin GmbH ski school and the customers ("contractual partners"). The object of the company is the operation of a winter sports school & ski & snowboard rental. This includes in particular services such as the provision of instruction in the skills and knowledge of skiing or snowboarding (without guarantee of a specific training success) as well as guiding and accompanying winter sports.

### **2. ONLINE OFFER**

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#### **2.2 COPYRIGHT AND TRADEMARK LAW**

The author endeavors to observe the copyrights of the graphics, sound documents, video sequences and texts used in all publications, to use graphics, sound documents, video sequences and texts created by himself or to use license-free graphics, sound documents, video sequences and texts.

### **3. CONCLUSION OF CONTRACT**

Reservations and bookings can be made in person on site, via the Internet or by e-mail. The offers of Skischule freeride-alpin GmbH are subject to change. Bookings, in particular via the website, are only deemed to be firmly booked after confirmation by the freeride-alpin GmbH ski school and full payment by the customer. The course card required for the course must be collected by the guest from the ski school office before the start of the service. In all cases, the course card will only be issued after the course costs have been paid in full.

If we do not reach the minimum group size per level, we offer half-day courses or private lessons as a substitute.

If the group is reduced to fewer than 4 participants (ski and snowboard group courses), we reserve the right to merge them or reduce the number of lessons. Instructor changes are possible due to flexible organization.

The course ticket is not transferable. Unused course days expire!

All prices quoted by us are in euros and, unless otherwise stated, are inclusive of statutory VAT.

### **4. TERMS OF PAYMENT**

SOFORT GmbH (a company of the Klarna Group) is available as a payment option for online bookings. SOFORT GmbH provides its service directly to the customer (end customer) and not to Skischule freeride-alpin GmbH. The latter only receives confirmation that payment has been made.

Further information about Sofort Überweisung can be found at <https://www.klarna.com/sofort/>. You can find SOFORT GmbH's privacy policy here.

### **5. GENERAL CONDITIONS OF PARTICIPATION**

The contractual partner must inform the freeride-alpin GmbH ski school truthfully and comprehensively about his/her abilities and experience in skiing and must independently ensure that he/she is equipped in accordance with the state of skiing technique and the external conditions. The course participant must also inform the freeride-alpin GmbH ski school comprehensively about his/her physical abilities, in particular his/her state of health and any ailments.

Before the start of the lesson, the contractual partner must arrange for the ski equipment (in particular ski bindings) to be checked by a specialist company. Course cancellations due to non-existent or non-functioning equipment of the course participant will not be refunded.

The ski school freeride-alpin GmbH is responsible for grouping ski courses. Should it be necessary to downgrade the participant, the contractual partner must comply with this decision. Otherwise, the freeride-alpin GmbH ski school is entitled to terminate the contract.

The contractual partner must follow the instructions given to him by the freeride-alpin GmbH ski school. Failure to comply with a warning entitles the freeride-alpin GmbH ski school to terminate the contract immediately. Participation in the services of Skischule freeride-alpin GmbH under the influence of alcohol or drugs entitles Skischule freeride-alpin GmbH to terminate the contract immediately. In the cases of contract termination described above, the contractual partner is not entitled to a refund of the payment made.

### **6. LIABILITY PROVISIONS**

In principle, Skischule freeride-alpin GmbH is only liable in accordance with the statutory provisions for damages which are directly related to the activities of Skischule freeride-alpin GmbH and which were caused intentionally or through gross negligence. A corresponding liability insurance exists. Health insurance, accident insurance and liability insurance are the responsibility of the course participant.

Furthermore, Skischule freeride-alpin GmbH is not liable in any case if the contractual partner injures himself, suffers damage or causes damage of any kind in disregard of the instructions, the FIS piste rules, other legal orders or provisions of these terms and conditions.

### **7. WARRANTY**

The contractual partner must report any complaints to the office immediately in order to ensure that the situation is remedied. In the event of culpable non-notification, there is no entitlement to a reduction in the fee. Claims against Skischule freeride-alpin GmbH must be asserted and substantiated in writing no later than 4 weeks after they arise.

### **8. RESIGNATION**

Group courses and private lessons take place in all weathers. If the contract is canceled up to 7 days before the start of the course at the latest, no cancellation fees will be charged. Cancellations up to 24 hours before the start of the course incur a 5% cancellation/processing fee of the course price paid. If the cancellation is made at a later date, the freeride-alpin GmbH ski school is entitled to charge the agreed rate up to the amount of a full day.

For group courses and private lessons that have already started, a refund of payments made is only possible in the event of accident or illness, on presentation of the course card and with a medical certificate from a local doctor. The amount to be refunded will be recalculated on the basis of the services actually provided for this period. In this case, the difference between the service paid for and the service actually provided will be refunded.

In the event of withdrawal during an ongoing service or non-appearance on the agreed date, no refund will be made.

Cancellations due to weather conditions and cancellations due to unforeseeable circumstances ("force majeure", cable car breakdowns, accidents) will not be reimbursed.

The course fee does not include the cost of using the lifts. All costs for the use of all lifts are borne by the course participant as the contractual partner. The freeride-alpin GmbH ski school will not provide any compensation for lesson times lost due to breakdowns of the cable car and lift facilities.

### **9. SAFETY**

Course participants are expressly advised that children and young people are obliged to use a ski or snowboard helmet in accordance with ÖNORM EN 1077:2007 when practicing alpine skiing and snowboarding up to the age of 15 in accordance with the Salzburg State Sports Act 1988, LGBl No. 98/1987. In addition, course participants must familiarize themselves with the content and application of the current FIS piste rules and comply with them.

### **10. PLACE OF FULFILLMENT**

5524 Annaberg, Tax 60

### **11. PLACE OF JURISDICTION**

The place of fulfillment is the central location of the ski school/ski rental. The competent court at the registered office of the central branch of the ski school/ski rental is responsible for disputes.

### **12. CHOICE OF LAW**

Austrian law shall apply. The contract language is German.

### **13. LEGAL EFFECTIVENESS**

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions and the entire legal transaction. The invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.