



## **General Terms and Conditions of the Mayrhofner Bergbahnen Aktiengesellschaft concerning bookings of White Lounge accommodation offers**

The translation of these general terms and conditions is provided as a service to our English speaking customers. Please note, however, that in case of inconsistencies between the English and the German version, the German version shall prevail.

### **1. Scope of application:**

- 1.1. These general terms and conditions shall apply to all legal acts with the Mayrhofner Bergbahnen Aktiengesellschaft concerning bookings of White Lounge accommodations at Ahorn Mountain (hereinafter referred to as "White Lounge Event"). Any alterations or amendments will only become contractually effective through expressive agreement in written form. Clients purchasing any services confirm that they have read and agree to these terms and conditions. All other terms and conditions shall become ineffective with the publication of these terms and conditions.
- 1.2. The Mayrhofner Bergbahnen Aktiengesellschaft concludes contracts only according to their own terms and conditions. Terms and conditions of their contractual partners shall only become contractually effective through written agreement by the Mayrhofner Bergbahnen Aktiengesellschaft.
- 1.3. Contractual agreements between the contracting parties shall be governed by Austrian law. Bookings can only be made by adults (18 years of age or older). The contractual partner must notify the Mayrhofner Bergbahnen Aktiengesellschaft immediately about any changes of address. Any costs for the Mayrhofner Bergbahnen Aktiengesellschaft caused by failing to notify the Mayrhofner Bergbahnen Aktiengesellschaft shall be paid by the client.
- 1.4. Personal data provided by the contractual partner are processed EDP-supported. The contractual partner agrees to occasionally receive promotion material from the Mayrhofner Bergbahnen Aktiengesellschaft.
- 1.5. If individual regulations of these terms and conditions should be or become ineffective this will not affect the general effectiveness of the remaining regulations. However, this shall not apply in case a holding on to the contract would be unacceptable for one of the contracting parties. Should some regulations become ineffective, the invalid



regulations shall be replaced by a valid regulation that comes closest to the original purpose of the invalid regulation.

## **2. Prices:**

- 2.1. All prices are subject to changes.
- 2.2. All prices are in euros including VAT (value-added tax). Liability is excluded for any errors. This applies particularly for print errors due to slight negligence on promotion materials and in the online shop of the Mayrhofner Bergbahnen Aktiengesellschaft. The presentation of the services in the online shop does not constitute a legally binding offer.

## **3. Conclusion of contact and payment:**

- 3.1. The Mayrhofner Bergbahnen Aktiengesellschaft offers the White Lounge-Event on its own name and account. The contract shall be concluded by booking on behalf of the contractual partner on the basis of the promotion materials, and acceptance on behalf of the Mayrhofner Bergbahnen Aktiengesellschaft; however, all information is provided without guarantee as to its correctness. Promotion materials are only used to illustrate the offered services (size, location, etc. of the igloos can differ from the description). The client will receive a booking confirmation via fax or e-mail (except for the case the booking has been carried out on site or at one of the ticket counters of the Mayrhofner Bergbahnen Aktiengesellschaft). For bookings carried out in the online shop of the Mayrhofner Bergbahnen Aktiengesellschaft via the link [www.mayrhofner-bergbahnen.com](http://www.mayrhofner-bergbahnen.com) as well as for bookings by telephone or e-mail, the contract will be concluded with the booking carried out by the client. The White Lounge Event can also be booked by reservation via "Jollydays" and "Jochen Schweizer mydays group" or by purchasing a voucher. In both cases, however, the contract will only be effective with the actual reservation at "Jollydays" or "Jochen Schweizer mydays group" . For the contract between the client and "Jollydays" or "Jochen Schweizer mydays group" the general terms and conditions of "Jollydays" or "Jochen Schweizer mydays group" shall



- be applicable. Electronic confirmations are considered received as soon as the recipient has had the opportunity to take note of it under normal circumstances.
- 3.2. Should the content of the booking confirmation differ from the booking request of the contractual partner, this shall be considered as a new offer on behalf of the Mayrhofner Bergbahnen Aktiengesellschaft. The Mayrhofner Bergbahnen Aktiengesellschaft shall be bound to this offer 14 days after receipt. If the contractual partner agrees to the offer or conducts a payment within this period, the contract with the content of the booking confirmation shall be effective.
  - 3.3. In case of direct bookings (i.e. bookings which are not carried out through a third party such as "Jollydays" and "Jochen Schweizer mydays group") the Mayrhofner Bergbahnen Aktiengesellschaft shall be entitled to demand the entire payment for services rendered. The contractual partner shall be obliged to conduct the payment within the period stated in the booking confirmation; however, the payment is due four weeks after request at the latest. Transaction costs (e.g. transfer fees) have to be paid by the contractual partner. For credit cards and debit cards the terms and conditions of the issuing company shall be applicable.
  - 3.4. After receipt of the payment the contractual partner receives a confirmation of payment.
  - 3.5. For bookings carried out less than eight days before the event day, the payment has to be made in time so that the amount is credited to the account of the Mayrhofner Bergbahnen Aktiengesellschaft three days before the event day at the latest. Bookings on site or at the ticket counters of the Mayrhofner Bergbahnen Aktiengesellschaft shall be paid immediately and entirely.
  - 3.6. The contractual partner guarantees that they are authorized to carry out the booking for other event participants. Nevertheless, the contractual partner shall be liable undividedly for the agreed payment. The contractual partner shall be obliged to make the event participants aware of these general terms and conditions.
- 4. Beginning and end of the White Lounge Event, extension:**
- 4.1. Unless the Mayrhofner Bergbahnen Aktiengesellschaft does offer another date, the contractual partner or the event participant shall have the right to move in the booked igloo suite from 5.00 p.m. on the agreed day ("event day").



- 4.2. The contractual partner or the event participant has to check out of the booked igloo suite by 9.30 a.m. on the day of departure. In case the booked suite has not been cleared in time, the Mayrhofner Bergbahnen Aktiengesellschaft shall have the right to charge a further day. The White Lounge Event ends at 9.30 a.m.
  - 4.3. The contractual partner or the event participant acknowledges that the last ascent to Ahorn Mountain with the cable car of the Mayrhofner Bergbahnen Aktiengesellschaft takes place at 4.30 p.m. In case the contractual partner or the event participant misses the last ascent due to reasons for which the Mayrhofner Bergbahnen Aktiengesellschaft is not responsible (for example traffic jams, railway strikes, snowfall, illness, and the like), the contractual partner cannot participate in the event. In such a case, the contractual partner shall have no right to demand any compensation.
  - 4.4. Any extensions of the stay of the contractual partner or the event participant of more than one night is subject to the expressive agreement of the Mayrhofner Bergbahnen Aktiengesellschaft. Usually, only bookings of one day are accepted.
  - 4.5. The allocation of the event participants to their accommodations shall be carried out only by the Mayrhofner Bergbahnen Aktiengesellschaft.
  - 4.6. Participants of the White Lounge Event have to be at least twelve years old; for special events, such as the igloo parties, participants have to be 16 years or older.
  - 4.7. In case the physical constitution of the contractual partner is not suitable, as well as in case of excessive alcohol consumption, the organizer shall have the right to deny the contractual partner access to the White Lounge Event. In such a case, the contractual partner shall not receive any compensation.
- 5. Cancellation, cancellation fees in case of non-participation in the booked event:**
- 5.1. There shall be no cancellation fees if the contractual partner notifies the Mayrhofner Bergbahnen 21 days prior to the appointed arrival date at the latest.
  - 5.2. In case of cancellation less than 21 days prior to the appointed arrival date, the following cancellation fees apply:
    - Until 20 to 14 days prior to the event day: 50 % of the entire event price.
    - Until 13 to 5 days prior to the event day: 90 % of the entire event price.
    - Until 4 to 0 days prior to the event day: 100 % of the entire event price.



- In case of a cancellation at the event day or non-participation in the White Lounge Event, the client has to pay the entire price.
- 5.3. Bookings conducted via "Jollydays" or "Jochen Schweizer mydays group" shall be subject to the regulations stated in 5.2; however, the commission charged by "Jollydays" or " Jochen Schweizer mydays group " shall be deducted.
- 5.4. Paid vouchers are valid within the specified period and cannot be redeemed in cash.
  
- 6. Rescission by the Mayrhofner Bergbahnen Aktiengesellschaft, exclusion from the event, minimum attendance:**
- 6.1. If the contractual partner fails to pay in time (3.3), the Mayrhofner Bergbahnen Aktiengesellschaft shall be entitled to rescind from the contract without extension.
- 6.2. Also in case of a partial delay of payment through the contractual partner or individual event participants, the Mayrhofner Bergbahnen Aktiengesellschaft shall have the right to rescind from the entire booked event.
- 6.3. The contractual partner (the event participant) acknowledges that the White Lounge Event is carried out in alpine terrain with very low temperatures in winter; therefore, appropriate clothing is required. The Mayrhofner Bergbahnen Aktiengesellschaft and their employees shall have the right to exclude persons who do not bring appropriate clothing or other equipment from the event until the necessary clothes or items are on hand.
- 6.4. In case the Mayrhofner Bergbahnen Aktiengesellschaft rescinds from the contract or excludes somebody from participation, the contractual partner shall have to pay the rate stated in 5.2.



- 6.5. The contractual partner (or event participant) is required to follow the instructions of Mayrhofner Bergbahnen Aktiengesellschaft and its employees. In particular, the contractual partner (or event participant) shall be made aware of special risks, including alpine risks. If the contractual partner (or event participant) fails to follow the instructions of the employees, Mayrhofner Bergbahnen Aktiengesellschaft reserves the right to exclude the event participant from the event without warning or to void the contract with no obligation to offer any compensation whatsoever to the contractual partner (or event participant). Furthermore, the contractual partner (or event participant) shall be obliged to indemnify and hold harmless Mayrhofner Bergbahnen Aktiengesellschaft from all costs and shall not be entitled to any claims to recourse incurred in this regard (such as for special gondola rides, rescue team operations, etc.).
- 6.6. The offered event requires a certain minimum attendance. In case this minimum attendance is not satisfied, the Mayrhofner Bergbahnen Aktiengesellschaft expressly reserves the right to cancel the event. The booking price will be reimbursed. This shall not have any effect on other bookings of the contractual partner with the Mayrhofner Bergbahnen Aktiengesellschaft.
- 7. Cancellation of the event due to force majeure:**
- 7.1. In case the carrying out of individual services of the White Lounge Event is complicated, affected or not possible due to force majeure, such as lack of snow, bad weather conditions, failure of the Ahornbahn and the like, the Mayrhofner Bergbahnen Aktiengesellschaft shall have the right to postpone the booked date.
- 7.2. In case a postponement is - for whatever reason - not possible, both contracting parties shall have the right to rescind from the contract. In such a case, the paid amount shall be reimbursed. Any further demands by the contractual partner or event participant are excluded.
- 7.3. Should the cases stated in 7.1 happen after the start of the White Lounge Event, the contract shall be rescinded. In this case, the contractual partner (event participant) shall conduct a partial payment and the Mayrhofner Bergbahnen Aktiengesellschaft shall partially return the payment already received.

**8. Exclusion und limitation of liability:**



- 8.1. In case the contractual partner is a consumer, the liability of the Mayrhofner Bergbahnen Aktiengesellschaft for slight negligence, with the exception of personal injury, shall be excluded.
- 8.2. In case the contractual partner is an entrepreneur and has concluded the contract in this capacity, the liability of the Mayrhofner Bergbahnen Aktiengesellschaft for slight and gross negligence shall be excluded. In this case, the onus lies with the contractual partner. Any consequential damages or indirect damages as well as any loss of profit shall not be compensated. The damage to be compensated shall at any case be limited to the amount of the damage incurred because the party has relied on the validity of the agreement (Vertrauensinteresse).
- 8.3. The Mayrhofner Bergbahnen Aktiengesellschaft shall not be liable for any interruptions of services provided by third parties. In such cases the terms and conditions of the respective supplier shall be applicable.
- 8.4. The contractual partner or the event participant acknowledges that the Mayrhofner Bergbahnen Aktiengesellschaft shall not be liable for any items brought to the event. The contractual partner or the event participant must hand over valuables to the Mayrhofner Bergbahnen Aktiengesellschaft or their employees for safekeeping. The contractual partner will receive a handover confirmation. The Mayrhofner Bergbahnen Aktiengesellschaft shall only be liable up to the amount specified in the Austrian law on the liability of landlords and other entrepreneurs.
- 8.5. The contractual partner or the event participant shall be obliged to inform the Mayrhofner Bergbahnen Aktiengesellschaft or their employees immediately about any deficiencies of the White Lounge Event. If the contractual partner fails to do so, all rights deriving from the deficiency shall be void. In any case, all claims of a timely informed deficiency of the White Lounge Event shall be made within six months against the Mayrhofner Bergbahnen Aktiengesellschaft. If the contractual partner fails to do so, any claims shall be forfeited. In any case, all claims deriving from the contract shall be time-barred within six months starting with the day on which the White Lounge Event ended according to the terms of the contract.



## **9. Illness of the event participant:**

- 9.1. The event participant acknowledges that the last descent from the White Lounge on Ahorn Mountain takes place at 5.00 p.m. and the first descent on the following day takes place at 7.30 a.m.
- 9.2. With entering the cable car for the ascent to the White Lounge at the day of the event, the event participant confirms that their health condition allows them to participate in the event.
- 9.3. In case the contractual partner or the event participant becomes ill during the event, it is in their own responsibility to arrange for medical care. The Mayrhofner Bergbahnen Aktiengesellschaft shall support the contractual partner as far as possible. Particularly outside of the business hours, the Mayrhofner Bergbahnen Aktiengesellschaft shall not be obliged to arrange for the transport to the valley via helicopter, snow groomer or cable car. Any transportation costs have to be paid by the contractual partner.
- 9.4. In case the contractual partner or the event participant has to cancel their stay due to reasons for which they are themselves responsible, such as illness etc., they shall have no right to any compensation of the already paid amount.

## **10. Scope of services of the White Lounge Event:**

- 10.1. The scope of the services of the White Lounge Event is stated in the booking confirmation or in the advertising materials of the Mayrhofner Bergbahnen Aktiengesellschaft.
- 10.2. By booking the White Lounge Event, the contractual partner or the event participant purchases the right to use the booked igloo suite. The contractual partner has to stick to the house rules.
- 10.3. The contractual partner or the event participant irrevocably confirms that the Mayrhofner Bergbahnen Aktiengesellschaft shall have the right to take photographs, video recordings, etc. during the event on which the client will be visible and which can be used for an unlimited period for promotion or marketing purposes (particularly flyers, websites, etc.). The contractual partner or the event participant also confirms that his personal data will be processed EDP-supported and that the Mayrhofner Bergbahnen Aktiengesellschaft shall have the right to use them for promotion and marketing purposes and pass them on to third parties. The contractual partner or the





event participant shall not be able to assert any claim whatsoever - particularly financial claims - against the Mayrhofner Bergbahnen Aktiengesellschaft.

**11. Place of fulfilment, place of jurisdiction and applicable law:**

- 11.1. Place of fulfilment is the place at which the White Lounge is located.
- 11.2. This contract shall be governed by Austrian adjective and substantial law under exclusion of the provisions of international private law (particularly IPRG (Austrian act on international private law) and the Rome Convention of 1980) as well as the UN Sales Convention.
- 11.3. Exclusive place of jurisdiction shall be the domicile of the Mayrhofner Bergbahnen Aktiengesellschaft; however, the Mayrhofner Bergbahnen Aktiengesellschaft shall also be entitled to assert its rights before any other court that is competent for the location and matter.
- 11.4. If the contractual partner is a consumer who has their domicile or main residence in Austria, charges against the contractual partner can only be entered at their domicile or main residence or at the place of employment of the consumer.
- 11.5. The contractual partner or the event participant shall not have the right to counterclaim any contractual demands of the Mayrhofner Bergbahnen Aktiengesellschaft, unless these counterclaims have been accepted expressly by the Mayrhofner Bergbahnen Aktiengesellschaft or by a court.