

## **TERMS OF SERVICE**

### **THE SINT & KREIDENHUBER OG**

These terms and conditions apply to the  
Sint & Kreidenhuber OG (ski school and ski rental)

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

Unless expressly agreed otherwise, these general terms and conditions (in short: GTC or terms and conditions) apply to all legal transactions and contractual relationships that are concluded between Sint & Kreidenhuber OG and its customers as contractual partners.

The subject of Sint & Kreidenhuber OG is the operation of a snow sports school in the sense of a ski and snowboard school and also the operation of a sports shop including rental of winter sports equipment.

This therefore includes the services of providing lessons in the skills and knowledge of snow sports, in particular skiing and snowboarding (both, however, without guarantee of a certain training success) as well as leading and accompanying snow sports, in particular with regard to skiing and snowboarding.

This also includes the provision or brokerage of ski or snowboard equipment provided by Sint & Kreidenhuber OG at the request of the contractual partner, whether against payment or free of charge, as part of or to enable lessons (ski or snowboard rental or rental of all or part of the skis) - or snowboard equipment).

#### **2. Reservation, offer, order confirmation, contract conclusion, online price queries and prices:**

Reservations for individual and group courses can be made in person on site, via the Internet, by telephone or by fax.

The offers of Sint & Kreidenhuber OG are subject to change.

Only the written order confirmations from Sint & Kreidenhuber OG are decisive for the acceptance of the reservation and the scope of the service.

Verbal or telephone side agreements are only valid with express written confirmation by Sint & Kreidenhuber OG.

In the case of on-site bookings (individual and group courses), a contractual relationship is only established when the necessary course card is acquired or handed over.

The same applies to bookings using remote communication means, whereby the necessary course card is collected by the customer before the start of the service provision.

In all cases, the course card will only be issued after the course costs have been paid in full before the course begins.

Sint & Kreidenhuber OG is entitled to use sub-contractors for the provision of snow sports lessons and the provision or brokerage of ski or snowboard equipment.

All prices quoted are in EURO and, unless otherwise agreed, include the statutory sales tax. Information in price lists is without guarantee. We are not liable for any printing errors.

#### **3. Payment terms:**

If no other written agreements have been made, a deposit of at least 50% of the invoice amount must be made immediately after receipt of the written order confirmation for contracts

that come about via the Internet, fax or other means of remote communication and concern individual and group courses .

This deposit has to be received in the account of Sint & Kreidenhuber OG three working days before the start of the service.

The remaining amount must be paid before the start of the service provision.

If expressly agreed in writing with Sint & Kreidenhuber OG in individual cases, the total amount of the course costs can also be paid in cash directly to the ski instructor or to a person from Sint & Kreidenhuber OG authorized to receive the course fee immediately before the start of the service.

For contracts to be concluded at the place of fulfillment, the fee for the service to be provided must be paid in cash or using customary electronic means of payment before the start of the course in the respective office of Sint & Kreidenhuber OG.

In the event of default in payment, Sint & Kreidenhuber OG is entitled to demand statutory default interest from the contractual partner.

#### **4. Online offers and online bookings:**

All services provided by Sint & Kreidenhuber OG based on online inquiries and orders using the internet or other online services are subject to these terms and conditions.

##### **4.1. Content of the online offer:**

Sint & Kreidenhuber OG (hereinafter referred to as "Author") does not guarantee that the information provided is up to date, correct, complete or of the quality.

Liability claims against the author relating to any kind of material or immaterial damage caused by the use or non-use of the information provided or by the use of incorrect or incomplete information are fundamentally excluded, provided that there is no evidence of serious fault by the author.

All offers are non-binding. The author expressly reserves the right to change, add to, or delete parts of the website or the entire offer without prior notice, or to temporarily or permanently cease publication.

##### **4.2. References, links:**

In the case of direct or indirect references to third-party websites ("links" or "hyperlinks") that are outside the author's area of responsibility, the author does not assume any liability unless he has been unlawful before the respective link - has demonstrably gained knowledge of the content of the relevant Internet pages or copyright infringements and, after having actually gained knowledge, grossly culpably failed to prevent or prohibit use by third parties in the case of illegal content, provided that this would have been technically possible and reasonable for him.

The author hereby expressly declares that at the time the link was created, no illegal content was recognizable or known on the linked websites. The author has no influence whatsoever on the current and future design, content or authorship of the linked websites. The author hereby expressly distances himself from all contents of all linked or connected Internet pages that have been changed after the link or setting of the link. This applies to all links and references set within the own website as well as to all third-party entries in guest books, discussion forums, mailing lists, etc. set up by the author.

The provider of the website to which reference was made is solely liable for illegal, incorrect or incomplete content and in particular for damage resulting from the use or non-use of information presented in this way, but not the person who merely refers to the respective publication via links.

#### **4.3. Copyright and Trademark Law:**

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

All brand names and trademarks mentioned on the website and possibly protected by third parties are subject without restriction to the provisions of the applicable trademark and trademark law, the other relevant legal norms and the ownership rights of the respective registered owner.

It should not be concluded from the mere mention that trademarks are not protected by the rights of third parties.

The copyright for published objects created by the author remains solely with the author of the respective Internet pages. Duplication or use of such graphics, sound documents, video sequences and texts in other electronic or printed publications is not permitted without the express consent of the author.

By accepting the General Terms and Conditions of Sint & Kreidenhuber OG, the course participant gives his express consent and consent for Sint & Kreidenhuber OG to take photos as part of the ski lessons given and the associated events and to display them on the website or Facebook page of Sint & Kreidenhuber OG can be published. No rights whatsoever can be derived from this on the part of the course participant, so that this is expressly waived by accepting the General Terms and Conditions of Sint & Kreidenhuber OG.

The course participant can revoke the consent and consent to the publication of photos demonstrably showing him or his child on the website or Facebook page of Sint & Kreidenhuber OG at any time in writing to the author, stating the specific photo.

#### **5. General conditions of participation:**

The contractual partner must truthfully and comprehensively inform Sint & Kreidenhuber OG about his abilities and experience in the various snow sports, especially skiing and snowboarding, at the start of the course.

He has to independently ensure and pay for equipment appropriate to the state of snow sports technology, in particular ski and snowboard technology and appropriate to the external conditions.

He also has to inform Sint & Kreidenhuber OG about his state of health and any ailments that affect the practice of snow sports or that can become acute when practicing this sport.

If the contractual partner uses his own ski or snowboard equipment, he must independently arrange for the appropriate technical inspection of the equipment, in particular the ski and snowboard equipment and the bindings, by a specialist company before the start of the lesson. Sint & Kreidenhuber OG is in no way liable for damage of any kind that the contractual partner incurs as a result of an unprofessional or insufficiently carried out inspection, adjustment or maintenance of his equipment.

Each contractual partner is responsible for the technical safety and freedom from defects of his equipment and is responsible for any damage resulting therefrom.

In particular, Sint & Kreidenhuber OG can prohibit the contractual partner from taking part in the course with technical equipment that jeopardizes safety or is defective until the contractual partner has arranged for the defect to be remedied without the contractual partner being entitled to a reduction in the fee for missed teaching units.

The group classification and classification according to the ability of the contract partner in the courses is carried out by Sint & Kreidenhuber OG. If a participant needs to be downgraded, the contractual partner must follow this decision. Otherwise, Sint & Kreidenhuber OG is entitled to terminate the contract immediately, without the contractual partner who breaches the contract being entitled to reclaim the remuneration paid.

The contractual partner must strictly and precisely follow and adhere to instructions from Sint & Kreidenhuber OG. Failure to follow instructions and warnings entitles Sint & Kreidenhuber OG to terminate the contract immediately.

Furthermore, impairment of the contractual partner through alcohol and / or drugs entitles Sint & Kreidenhuber OG to terminate the contract immediately. In all of these cases, the contractual partner has no claim to reimbursement of the remuneration paid.

If the number of group members in group courses is reduced to less than five people, Sint & Kreidenhuber OG reserves the right to put groups together or to reduce the number of lessons accordingly.

## **6. Liability provisions:**

The contractual partner of Sint & Kreidenhuber OG is strongly recommended to take out health, accident, liability and international health insurance.

According to the statutory provisions, Sint & Kreidenhuber OG is only liable for damage that is related to the activities of Sint & Kreidenhuber OG and that was caused intentionally or through gross negligence, with the exclusion of liability for contractual and tortious claims for damages of any kind, but generally not for personal injury, apply.

Corresponding liability insurance has been taken out by Sint & Kreidenhuber OG.

In addition, Sint & Kreidenhuber OG is not liable in any case if the contract partner injures, suffers or damages his body in disregard of the instructions of Sint & Kreidenhuber OG, the FIS piste rules, other legal regulations or provisions of these terms and conditions Damage of any kind caused.

Should the contractual partner suffer damage that can be traced back to equipment made available or brokered to the contractual partner for a fee or free of charge, the contractual partner shall indemnify and hold out Sint & Kreidenhuber OG accordingly.

If the contractual partner of Sint & Kreidenhuber OG is an entrepreneur (e.g. travel agency or tour operator), the limitation period for asserting claims for compensation against Sint & Kreidenhuber OG is six months from knowledge of the damage.

## **7. Complaints:**

Any complaints and complaints must be reported by the contractual partner to the respective office of Sint & Kreidenhuber OG immediately on site in order to enable a quick remedy and to enable the service to continue to be provided.

If the contractual partner does not exercise his right to complain immediately, at least not until the end of the service provision, any claims for a reduction in the fee can no longer be taken into account.

Other claims against Sint & Kreidenhuber OG must be asserted in writing and justified no later than four weeks after the cause of the claim arises or becomes known.

## **8. Resignation:**

For individual courses, it is possible to withdraw from the contract no later than 5:00 p.m. the previous day without incurring a cancellation fee.

If, on the other hand, the cancellation is made at a later point in time, Sint & Kreidenhuber OG is entitled to demand the agreed tariff to the extent of a full daily rate or, when booking half a day or by the hour, the respective pro rata daily or daily rate. To be charged hourly rate.

For group courses, reimbursement of payments already made is only possible in the event of an accident or illness upon presentation of 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. This will reduce the total amount, but the daily rates may increase. There will be no reimbursement if you do not show up on the agreed course date or if you withdraw during an ongoing service.

In the event of course cancellations due to weather conditions and in cases of force majeure, the payment made will not be refunded by Sint & Kreidenhuber OG.

The course fee does not include the cost of using the lifts. As a contractual partner, the course participant bears all costs for the use of all climbing aids. Sint & Kreidenhuber OG does not provide compensation for lessons lost due to cable car and lift system failures.

## **9. Security:**

The course participants are expressly advised that, according to the Salzburg State Sports Act 1988, LGBl. No. 98/1987 are obliged to use a ski or snowboard helmet that complies with ÖNORM EN 1077: 2007 until they have reached the age of 15 when doing alpine skiing and snowboarding.

In addition, the course participants have to gain knowledge of the content and application of the common FIS piste rules and to adhere to them.

## **10. Regulations in connection with COVID-19 (SARS-CoV-2 virus or CORONA virus):**

### **10.1. Obligations and declarations of the contractual partner:**

The contract partner is generally aware of the occurrence of the global Covid-19 pandemic and the resulting restrictions.

In this context, the contractual partner is obliged to obtain knowledge of any restrictions, rules of conduct and recommendations for action relating to the region in which the ski & snowboard school is located. This also includes the applicable COVID-19 regulations for accommodation and cable car companies.

The contract partner is aware that he is responsible for compliance with rules of conduct such as Regular hand washing with soap and water and other hygiene measures, keeping your distance, if necessary wearing mouth and nose protection where keeping your distance is not possible or even mandatory, coughing and sneezing into a paper tissue or the crook of your elbow and not greeting Body contact can serve to prevent further spread of the virus through it.

The contract partner must follow all relevant instructions from Sint & Kreidenhuber OG, which serve the health safety of the contract parties. These instructions apply to the premises

of the Sint & Kreidenhuber OG, the meeting point or assembly point and all locations that are visited during the lesson.

The contracting partner also guarantees to provide corresponding instructions and rules of conduct issued by third parties such as Lift or cable car companies, accommodation companies, catering companies or other companies are communicated and which the contractual partner uses in connection with the use of the services of Sint & Kreidenhuber OG, to be observed and followed.

The contract partner declares that in the last 14 days before the first participation in the class, he did not have any symptoms typical of COVID-19. He also explains that, to the best of his knowledge, he has had no contact with people infected with COVID-19.

The contractual partner declares that it will respond to symptoms of illness such as dry cough, shortness of breath, loss of the sense of taste or smell, sore throat or fever that occur before the start of a lesson, and to contact the health counseling service on 1450 for further clarification. This also applies if the contractual partner fears that he is suffering from COVID-19 or a disease that has not yet been medically clarified.

If relevant symptoms or the fear of being sick with COVID-19 occur during the lesson, the contractual partner will immediately inform Sint & Kreidenhuber OG so that the contractual partner can be isolated from other people immediately.

The contractual partner acknowledges that the occurrence of a COVID-19 infection or evidence of an infection can only result in another contractual partner of Sint & Kreidenhuber OG having to terminate the fulfillment of the contractual service by Sint & Kreidenhuber OG and all contractual partners participating in the class are subsequently quarantined or have to undergo a COVID-19 test at the contractual partner's own expense.

The contractual partner acknowledges and agrees that his personal data will be used for the purpose of tracking ("contact tracing" in connection with COVID-19) for Sint & Kreidenhuber OG.

## **10.2. Special provisions for contractual relationships:**

### **The fulfillment of services is possible for Sint & Kreidenhuber OG:**

If the fulfillment of the contractual service is possible for Sint & Kreidenhuber OG and the contractual partner does not take part in the lesson, the provisions set out under point 8 above, "Withdrawal", apply accordingly.

This also applies if the contractual partner cancels or has to cancel his participation in classes due to a COVID-19 infection that has been proven or feared by the contractual partner before or during the fulfillment of the contract by Sint & Kreidenhuber OG.

The performance of the services of Sint & Kreidenhuber OG is possible in any case, as long as in the ski area in which the Sint & Kreidenhuber OG has its branch, the use of slopes is not completely prohibited or the cable car or lift operation is not completely stopped becomes, The closure of any accommodation facility used by the contractual partner, closings of third-party establishments or the occurrence of infections among third parties in the location or region of the Sint & Kreidenhuber OG branch does not make it impossible for Sint & Kreidenhuber OG to perform its services.

The same applies to all possible departure obligations or recommendations for the contracting party based on corresponding travel warnings or recall campaigns by states for their own

citizens, if these were foreseeable or had to have been foreseeable for the contracting party due to the information obligations affecting him.

**The performance of services is not possible for Sint & Kreidenhuber OG in whole or in part:**

In the following cases, the corresponding obligation of Sint & Kreidenhuber OG for the contract period is wholly or partially omitted and the contract partner receives a voucher that can be redeemed at a later date for a corresponding later teaching period, unless the contract partner in writing the corresponding reimbursement of a fee already paid by him desired:

- official business closure or generally applicable business closures, if this also affects the operation of Sint & Kreidenhuber OG,
  - Official suspension of the operation of all lift and cable car operations if the operation is absolutely necessary for Sint & Kreidenhuber OG to perform its services, officially ordered quarantine for the entire town or region where the Sint & Kreidenhuber OG branch is located, or
- mandatory, officially ordered departure obligation for the contractual partner if he could not count on it.

The obligation of Sint & Kreidenhuber OG does not apply if ski or snowboard instructor accommodation that is used by ski or snowboard instructors or ski fitters from Sint & Kreidenhuber OG is due to one or more ski fitters there, with ski or snowboard instructors or third parties, Covid-19 infections that have occurred or are feared are affected by official closings or other health precautions such as quarantine measures or ordered secretions, and as a result at least 10% of the number of employees of Sint & Kreidenhuber OG are absent. In particular, Sint & Kreidenhuber OG is not obliged to purchase teaching services or ski rental services.

**10.3. Special liability provisions:**

Sint & Kreidenhuber OG assumes no liability for damage or other disadvantages of any kind that arise or could arise for the contractual partner in connection with the occurrence of COVID-19 infections.

This also applies in particular if the contractual partner should become infected during the provision of the contractual services or if an infection was assumed by Sint & Kreidenhuber OG despite taking the appropriate precautions.

If the provision of services for Sint & Kreidenhuber OG is not possible in whole or in part for one or more of the reasons listed above, Sint & Kreidenhuber OG is liable for damage or other disadvantages that may arise on the part of the contractual partner (e.g. lost vacation pleasure, any frustrated expenses, any costs in connection with the arrival and departure, any costs and disadvantages of any kind in connection with a voluntary or compulsory premature termination of the stay or a related early departure, of accommodation establishments or of establishments Third-party prepayments that have not been returned or cancellation costs to be paid, any costs in connection with expired lift tickets, costs for COVID-19 tests or other health-related measures, all conceivable disadvantages of any kind beyond this, etc.), in any case excluded.

The same also applies if the provision of services for Sint & Kreidenhuber OG is possible in whole or in part (cf. corresponding provisions above), but the contractual partner is able to provide lessons due to a COVID-19 infection that has been proven or feared by the contractual partner before or during the performance of the contract cancels or has to cancel by Sint & Kreidenhuber OG.

**11. Place of jurisdiction, place of performance, choice of law:**

The place of performance is the location of the central branch of Sint & Kreidenhuber OG (ski school and ski rental).

For all legal disputes arising from the contractual relationship, the local and factual court at the headquarters of the central branch of Sint & Kreidenhuber OG is responsible. Austrian law applies. The contract language is German.

**12. Legal validity:**

Should individual provisions of these terms and conditions be or become ineffective, this shall not affect the effectiveness of the remaining provisions or the entire legal transaction.

The ineffective provision is to be replaced by one that comes closest to the ineffective provision in economic terms.

Changes to these terms and conditions must be made in writing.

St.Johann im Pongau, Wagrain on August 26, 2020