

General Terms and Conditions of Hochoetz Mountain Railways ("Hochoetz GTC")

Version dated 27 October 2025

1 Scope

- 1.1 Where these "Hochoetz T&Cs" have been validly incorporated, they govern (in addition to any individual agreement entered into) the legal relationship between Schiregion Hochoetz Erschließungs-GmbH (hereinafter: "Hochoetz Mountain Railways", see point 2.2) and the purchasers (hereinafter: "Visitors") of a lift ticket, a voucher or any other service provided by Bergbahnen Hochoetz, irrespective of the respective "booking channel" (contracts are concluded online, at the ski pass ticket offices, at Bergbahnen Hochoetz branch offices, etc.).

2 Conclusion of contract and contracting parties

- 2.1 Lift tickets/vouchers may be purchased either at the ticket counters/ski pass offices of Bergbahnen Hochoetz or online at <https://shophochoetz.oetztal.com/> (online tickets).
- 2.2 Bergbahnen Hochoetz is the operator of the Hochoetz ski area/mountain sports area (including Ochsengarten). The contract for the purchase of lift tickets and vouchers, as well as for the use of the lift facilities, ski slopes and other infrastructure, is concluded between the visitor and Bergbahnen Hochoetz.
- 2.3 If services in the other ski/mountain sports areas listed in the table below are used with the purchased lift ticket in accordance with section 9.8 (e.g. with the "Ötztal Superskipass"), this is always and directly based on a separate (split) contractual relationship between the visitor and the respective ski resort operator. Bergbahnen Hochoetz, as the seller of the ticket, acts in this respect on behalf of the other ski/mountain sports area operators solely as their agent; a direct contractual relationship with Bergbahnen Hochoetz arises only in respect of its own services and facilities. Consequently, only the respective ski/mountain sports area operator within whose area of responsibility the incident occurs is liable for the provision of the individual services and for any compensation in the event of incidents. The ski/mountain sports area operators and their respective areas of responsibility are set out in the table below (further information on the contractual partners and their respective areas of responsibility is available on request):

SKI/MOUNTAIN SPORTS AREA	OPERATOR (Contractual partner)	AREA OF RESPONSIBILITY
Hochoetz Mountain Railways	<ul style="list-style-type: none"> • Schiregion Hochoetz Erschließungs-GmbH (FN 175873m) 	Facilities within the municipal area of Oetz, including the facilities in the “Balbach” and “Ochsengarten” areas in the municipality of Haiming
Sölden Mountain Railways	<ul style="list-style-type: none"> • Ötztaler Gletscherbahn - Gesellschaft mbH & Co. KG Sölden - Tyrol (FN 21369a) • Skiliftgesellschaft Sölden - Hochsölden GmbH (FN 37680m) • Schilifte Gampe, Ötztaler Gletscherbahn KG (FN 19665w) 	Facilities accessible from the village of Sölden within the municipal area of Sölden, including the facilities at the Rettenbach and Tiefenbach glaciers.
Kühtai Mountain Railways	<ul style="list-style-type: none"> • Bergbahnen Kühtai GmbH & Co KG, Kühtai 48, 6183 Kühtai 	Facilities accessible from the village of “Kühtai” within the municipal area of Silz
Längenfeld/Gries Mountain Railways	<ul style="list-style-type: none"> • Schleppliftgesellschaft m.b.H. Gries - Ötztal (FN 36536f) 	Facilities accessible from the district of Gries within the municipal area of Längenfeld
Umhausen/Niederthai Mountain Railways	<ul style="list-style-type: none"> • Niederthaier Skilift GmbH (FN 36894g) 	Facilities in the municipality of Umhausen accessible from the village of Niederthai
Obergurgl/Hochgurgl Mountain Railways	<ul style="list-style-type: none"> • TOP EXPRESS Seilbahnen Gurgl GmbH & Co. KG (FN 161494t) • Hochgurgler Lift-Gesellschaft m.b.H. & Co. KG. (FN 18693s) • Liftgesellschaft Obergurgl Gesellschaft m.b.H. (FN 32913b) 	Facilities accessible from the districts of Obergurgl and Hochgurgl within the municipal area of Sölden
Vent Mountain Railways	<ul style="list-style-type: none"> • Venter Seilbahnen Gesellschaft m.b.H. & Co. KG. (Stablein) (FN 19083p) 	Facilities in the municipal area of Sölden accessible from the village of Vent

2.4 When purchasing a network card (e.g. Tirol Regio Card, Snow Card Tirol, the SKI plus CITY Pass Stubai Innsbruck), the respective separate terms and conditions for these network cards apply (provided these have been effectively incorporated into the contract).

2.5 Bergbahnen Hochoetz is entitled to engage vicarious agents.

- 2.6 Bergbahnen Hochoetz reserves the right - depending on capacity - to suspend the sale of lift tickets on certain days.

3 Prices and discounts

- 3.1 The current prices for the various services can be found in the Hochoetz Mountain Railways price list. For tickets covering more than one season, a mixed-rate price is calculated.
- 3.2 All prices quoted are in euros and include statutory VAT. Payment must always be made in advance. Payment options at the ski pass office: cash in euros, debit card (Maestro), credit card (VISA, Mastercard, American Express).
- 3.3 A deposit of €2.00 is charged per lift ticket for KeyCards. The deposit will be refunded upon return of the undamaged KeyCard. KeyCards can be returned at all ski pass offices.
- 3.4 Discounts as per the price list (for children, senior citizens, disabled persons) are granted without exception only upon presentation of photo ID. For season and annual passes, the following applies (unless explicitly stated otherwise in the price list): Please understand that our ticket office staff are not permitted to make any exceptions. A disability discount is granted for a documented degree of disability of 60% or more. If any discounts offered are claimed, entitlement must be proven by means of appropriate official documents. Unlawfully claimed discounts will result in the lift ticket being withdrawn. We also reserve the right to report the matter to the police.
- 3.5 Discounts and prize draws do not apply to season tickets or online tickets.

4 Non-transferable, non-refundable, loss

- 4.1 Lift tickets are personal and non-transferable. Only when a 'Young Family Ticket' is purchased may it be transferred between parents, although simultaneous use by both parents is not permitted.
- 4.2 Misuse of lift tickets or fraudulently obtaining services will be prosecuted and reported to the relevant authorities. Any misuse (e.g. unauthorised transfer, use of another person's ticket, using the transport service without a ticket, failure to comply with the regulations necessary for the safe operation of the cable car facilities, use of a discounted ticket without meeting the requirements) will result in the immediate withdrawal of the lift ticket. Note: Do not purchase lift tickets through third parties - these may be blocked!
- 4.3 It is not possible to extend or postpone the validity period of lift tickets retrospectively.

- 4.4 Without thereby limiting any other statutory or contractual claims for a refund or compensation to which the visitor may be entitled, Bergbahnen Hochoetz will voluntarily refund the amount paid in the event of a sporting accident in the Bergbahnen Hochoetz ski area: A ski pass will only be refunded upon presentation of a medical certificate from a doctor or a hospital in Tyrol. Refunds for ski passes are only available to the injured person (not to accompanying persons). A refund will be given for the unused days from the day following the accident, minus the fare for the days used as per the price list. Multi-day and 1-day tickets are not refundable.
- 4.5 Valid and non-personalised lift tickets, booking codes and vouchers entitle the respective holder to use the service specified. Bergbahnen Hochoetz is unable to verify the legitimacy of ownership. In the event of the loss of non-personalised (non-name-specific) lift tickets, booking codes or vouchers, no replacement can therefore be provided.
- 4.6 If lift tickets (such as season tickets) cannot be presented (e.g. because they have been left at home), a corresponding day ticket must be purchased. No refund is possible in this regard.

5 Special conditions for online lift tickets and online vouchers

- 5.1 Only adults are entitled to purchase online tickets and online vouchers.
- 5.2 The purchase of online tickets and online vouchers is facilitated by SJack GmbH (FN 373175m, "Starjack"). However, Bergbahnen Hochoetz is the contracting party to the contract facilitated via Starjack.
- 5.3 The purchase of online tickets and online vouchers is only possible after all mandatory fields in the booking window have been completed correctly. The visitor is solely responsible for entering the data correctly.
- 5.4 The order process for the purchase of online tickets or online vouchers is completed by clicking the "Place Order" button. In doing so, the visitor makes a binding offer to purchase an online ticket or an online voucher. The contract is then concluded upon separate acceptance by Bergbahnen Hochoetz (whereby the declaration may also be made by Starjack on behalf of Bergbahnen Hochoetz).
- 5.5 The booked online lift tickets or online vouchers can be provided in various ways. Please refer to the Bergbahnen Hochoetz webshop, Starjack's Terms and Conditions (<https://starjack.com/gtc>) or Starjack's FAQs for details. The visitor may choose from the provision options listed here, although not all provision options are available or selectable for all online lift tickets or online vouchers:
- 5.5.1 Smartphone ticket: Using a smartphone ticket requires the "key2ski" app (Apple Store, Google Play Store). To use the smartphone ticket, you must click on the link provided during the booking process or scan the QR code provided. Furthermore, the "Activate" button must be clicked in the "key2ski" app, and Bluetooth and GPS

must be enabled. The “key2ski” app must remain open in the background for the smartphone ticket to work. If the app is closed, the smartphone ticket is also temporarily deactivated. Only one ticket can be activated per smartphone. Visitors are responsible for ensuring their smartphone has sufficient battery power. Should the visitor’s smartphone battery be or become empty, a KeyCard can be obtained at the Bergbahnen Hochoetz ticket counters/ski pass offices upon presentation of the purchase receipt with QR code or booking confirmation (deposit required in accordance with point 3.3).

- 5.5.2 Loading the lift ticket onto an existing KeyCard: Via Starjack, the booked online lift ticket is loaded onto an existing (and activated) KeyCard (the KeyCard is thereby activated for use of the service).
- 5.5.3 Delivery by post via Starjack. Please note that delivery times are subject to the postal service and are not the responsibility of Bergbahnen Hochoetz.
- 5.5.4 Receiving a booking code: If you select the “Receive booking code” option, you can collect your lift tickets on site at any Bergbahnen Hochoetz ticket office by presenting the booking code. Bergbahnen Hochoetz accepts no liability whatsoever for the loss of or failure to safeguard the booking code, or for any unauthorised access by third parties resulting therefrom. Invalid or cancelled booking codes do not entitle the holder to collect lift tickets. If the payment is reversed before the lift ticket is collected, the booking code will automatically become invalid.
- 5.6 When purchasing an online lift ticket, a specific validity period must be selected, which cannot be changed retrospectively. Online lift tickets are non-refundable (unless the “money-back guarantee” as per point 5.7 is booked at the time of purchase).
- 5.7 For an additional charge of €3.00 per lift ticket and per day of the validity period, online tickets that can be cancelled in some cases during the ordering process may be ordered (the so-called “money-back guarantee”). In such cases, the visitor may withdraw from the contract no later than three days before the start of the validity period and return the tickets for a refund of the fee (minus the surcharge for the “Money-Back Guarantee”). To do so, written notice of withdrawal must be sent by email to info@hochoetz.at .
- 5.8 Payment for online tickets and online vouchers must be made exclusively using the payment methods specified during the ordering process. The prices quoted for online tickets and online vouchers are in euros and include statutory VAT. The prices quoted for online vouchers do not include VAT.
- 5.9 Online vouchers may also be redeemed by persons who have come into possession of them unlawfully. Upon presentation of a valid voucher, Bergbahnen Hochoetz is under no obligation to carry out further checks on eligibility (in particular identity checks). Depending on the product selected, the voucher can be ‘redeemed’ at the Bergbahnen Hochoetz ski pass offices or (where this is specifically stated) at the Bergbahnen Hochoetz mountain restaurants. Vouchers cannot be exchanged for

cash. If the full voucher value has not been used, the remaining amount remains valid as a voucher - no cash refund will be given. Vouchers are subject to the statutory limitation periods. Lift ticket vouchers are only valid during the specified/selected period. Vouchers issued free of charge are also only valid during the specified periods.

- 5.10 Bergbahnen Hochoetz utilises various partners for the technical and financial processing of online bookings, including, for example, SkiData AG, Starjack (SJack GmbH), Micado and Digital Solutions GmbH. Unless otherwise stated during the booking process, these companies do not enter into any separate (direct) contractual relationship with the visitor. During the booking process, you may be redirected to the websites of these companies, for whose content the respective company is solely responsible.

6 Special conditions for Ninja Park Hochoetz

- 6.1 Admission to Ninja Park Hochoetz is permitted only on presentation of a valid ticket. Admission to and stay at Ninja Park Hochoetz is permitted only after reviewing and signing the Terms and Conditions and Risk Disclosure (where applicable, by a legal guardian) of Ninja Park Hochoetz. Visitors must comply with these Terms and Conditions and Risk Disclosure. In the event of a gross or repeated breach of the Terms and Conditions or these General Terms and Conditions, the visitor may be expelled from Ninja Park Hochoetz without a refund of the ticket price.
- 6.2 The purchase of a ticket entitles the holder to a single entry to Ninja Park Hochoetz exclusively during the specified time slot. A subsequent change to the time slot (rescheduling) is only possible with the express consent of the operator.
- 6.3 If tickets are purchased for two or more visitors, each visitor requires their own ticket and will be allocated a specific time slot. For organisational reasons, it cannot be guaranteed that visitors will be able to receive the same time slot.
- 6.4 Visitors are responsible for ensuring they arrive at Ninja Park Hochoetz in good time, taking particular account of travel and waiting times. If the visitor does not arrive during their allocated time slot, the operator will attempt to grant access to Ninja Park Hochoetz at a later time. However, due to limited capacity, high visitor numbers and restricted opening hours (including those of the shuttle lift), the visitor has no entitlement to access at a later time if they miss their allocated time slot. If admission to Ninja Park Hochoetz cannot be granted (including at a later time) due to the visitor's failure to attend during the allocated time slot, the visitor is not entitled to a refund of the ticket price.
- 6.5 Only adults are permitted to purchase tickets for Ninja Park Hochoetz. Tickets are sold and services provided by Bergbahnen Hochoetz. Tickets for Ninja Park Hochoetz can only be purchased once all the mandatory fields in the booking window have been completed correctly. The visitor is solely responsible for ensuring that the

details are entered correctly.

- 6.6 The order process for purchasing tickets for Ninja Park Hochoetz is completed by clicking the button “ Order with obligation to pay ”. In doing so, the visitor makes a binding offer to purchase a ticket for Ninja Park Hochoetz. The contract is then concluded upon separate acceptance by Bergbahnen Hochoetz.
- 6.7 Payment for tickets for Ninja Park Hochoetz is to be made exclusively using the payment methods specified during the ordering process. The prices quoted are in euros and include statutory VAT.
- 6.8 The booked tickets for Ninja Park Hochoetz will then be sent to the email address provided and can be printed out or presented digitally at . The visitor bears sole responsibility for the completeness and accuracy of the information provided during the ordering process, for a functioning email account, and for a complete and legible printout of the ticket.
- 6.9 Tickets for Ninja Park Hochoetz are non-refundable and there is no right of withdrawal (see below 7.5).
- 6.10 Tickets for Ninja Park Hochoetz provided online may also be validated by persons who have obtained them unlawfully. Upon presentation of a valid ticket, Bergbahnen Hochoetz is under no obligation to further verify eligibility (in particular, identity checks). Tickets cannot be redeemed for cash.
- 6.11 To prevent misuse, black market trading and ticket speculation, the commercial purchase and sale of tickets is not permitted without the prior express consent of Bergbahnen Hochoetz.
- 6.12 Bergbahnen Hochoetz uses various partners for the technical processing of bookings, specifically including bookingkit GmbH, Sonnenallee 223, 12059 Berlin. Unless otherwise stated during the booking process, these companies do not enter into any separate (direct) contractual relationship with the visitor. During the booking process, you may be redirected to the websites of these companies, for whose content the respective company is solely responsible.

7 Right of withdrawal

- 7.1 In the case of distance contracts or contracts concluded away from business premises, you have the right under the Distance and Off-Premises Contracts Act (FAGG) to withdraw from this contract without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.
- 7.2 To exercise your right of withdrawal, you must inform us (Schiregion Hochoetz Erschließungs-GmbH, FN 175873m, Angerweg 13, 6433 Oetz) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or an email).

- 7.3 To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising the right of withdrawal before the withdrawal period expires.
- 7.4 If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of any additional costs arising from your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund. If you have requested that the services commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of your right of withdrawal in respect of this contract, compared to the total scope of the services provided for in the contract.
- 7.5 However, you **do not have a right of withdrawal under the FAGG** if you enter into a distance contract or an off-premises contract for services relating to leisure activities, where a specific time or period is contractually stipulated for the performance of the contract by Bergbahnen Hochoetz. The lift tickets offered by Bergbahnen Hochoetz, tickets for Ninja Park Hochoetz and vouchers, each of which is valid only for a specific period, as well as event tickets, constitute such services where **the right of withdrawal is excluded** in accordance with **Section 18(1)(10) of the FAGG**.
- 7.6 Furthermore, in the case of contracts for services, you do not have a right of withdrawal under the FAGG if Bergbahnen Hochoetz - on the basis of an express request by the visitor pursuant to Section 10 of the FAGG and a confirmation by the visitor that they are aware of the loss of the right of withdrawal upon full performance of the contract - had commenced the provision of the service before the expiry of the withdrawal period pursuant to Section 11 of the FAGG and the service was subsequently provided in full.

8 Sample withdrawal form:

- 8.1 If you wish to withdraw from the contract, please complete this form and return it:

To
Schiregion Hochoetz Erschließungs-GmbH
FN 175873m
Angerweg 13
6433 Oetz

I/we hereby withdraw from the contract concluded by me/us for the provision of the following service(s)

	Service	Ordered on	Received on
1.			
2.			
3.			

Name of the consumer(s):

Address of the consumer(s):

IBAN and BIC of the consumer(s) for the refund:

Date:

Signature of the consumer(s):
(only for paper notifications)

9 Terms of Use

- 9.1 Use of the services provided by Bergbahnen Hochoetz is permitted only on presentation of a valid ticket.
- 9.2 Before using the services of Bergbahnen Hochoetz, visitors must familiarise themselves with these “Bergbahnen Hochoetz Terms and Conditions”, the relevant conditions of carriage, the notices at the lift entrances and in the valley stations, and the FIS rules. In the event of a gross breach of these regulations or failure to comply with instructions from Bergbahnen Hochoetz staff, the visitor may be refused service and/or have their lift ticket withdrawn without a refund of the fare paid.
- 9.3 Visitors are obliged to present their lift ticket when using the services of Bergbahnen Hochoetz (throughout the entire period of validity).
- 9.4 Sports activities are only permitted on marked slopes, toboggan runs and ski routes; designated protected areas must not be entered or skied on.
- 9.5 Bergbahnen Hochoetz would like to point out that, due to weather conditions - particularly in the early or late season - not all facilities or slopes may always be open. Such closures are primarily for the safety of visitors (e.g. avalanche risk, storms, etc.). In the event of such a restriction on the services offered by Hochoetz Mountain Railways, there is no entitlement to a (pro-rata) refund, extension or postponement of the ticket’s validity period.
- 9.6 Hochoetz Mountain Railways would like to point out that, due to official measures relating to COVID-19 or other epidemic or pandemic events, there may be restrictions on the use of the services provided (e.g. the ‘3G rule’, registration requirements, capacity restrictions, etc.).
- 9.7 Operating hours must be strictly observed. After closing time, use of the Bergbahnen

Hochoetz infrastructure is no longer permitted; after the slopes close, the slopes of Bergbahnen Hochoetz are closed and entering or using the slopes is prohibited; this is particularly important as grooming work (e.g. using winches) is then carried out and there is therefore a risk to life.

- 9.8 Local area of validity: Unless otherwise specified in the description of services for the respective lift ticket as per individual agreement or in the following provisions, lift tickets are valid in the skiing and hiking area of Bergbahnen Hochoetz.
 - 9.8.1 During the winter season, lift tickets are valid in the Hochoetz Bergbahnen ski area and in the Kühtai Bergbahnen ski area.
 - 9.8.2 For lift tickets valid for 3 days or more (but not when purchasing the “Hochoetz Season Pass” or the “Ötztal Season Pass”), the lift ticket is also valid (exclusively during the winter season) in the other ski areas listed above (under “2.3”).
 - 9.8.3 The “Hochoetz Annual Pass” is valid not only in the Hochoetz Bergbahnen ski and hiking area but also in the Kühtai Bergbahnen ski and hiking area.
 - 9.8.4 The “Ötztal Season Pass” is valid in the ski areas of the other Ötztal ski resorts listed above (under 2.3), namely the Hochoetz Mountain Railways, Sölden Mountain Railways, Umhausen/Niederthai Mountain Railways, Obergurgl/Hochgurgl Mountain Railways and Vent Mountain Railways - but not in the Kühtai Mountain Railways area.
- 9.9 Bicycles may only be taken on the lifts/cable cars of Bergbahnen Hochoetz upon payment of a surcharge as per the price list.
- 9.10 When booking a pedestrian ticket or winter hiking ticket, the carriage of winter sports equipment (skis, snowboards, toboggans, bobsleighs, etc.) is not permitted.

10 Special conditions for events

- 10.1 Hochoetz Mountain Railways also organises a number of events (e.g. concerts, sporting or cultural events). Admission to these events is sometimes free for holders of a lift pass (etc.), whilst in other cases separate tickets are sold.
- 10.2 Visitors to the events must comply with any house rules, codes of conduct and instructions that may be communicated. Failure to comply with these regulations/instructions, fighting, drunkenness, drug use/possession/trafficking, littering, disturbing the peace or public decency, endangering or harassing other guests/staff/local residents, the visitor may be refused entry to the event site (without a refund of any ticket price) or be asked to leave.
- 10.3 The making of audio, image or film recordings for commercial purposes is not permitted.
- 10.4 Where no separate fee is payable to attend an event (e.g. because lift ticket holders

may attend free of charge), its cancellation, postponement or alteration shall not give rise to any claims for damages or warranty.

11 Liability

- 11.1 Bergbahnen Hochoetz shall not be liable for any damage suffered by a visitor as a result of the conduct of third parties, provided that such third parties are not attributable to Bergbahnen Hochoetz or are not subject to its instructions.
- 11.2 The contract of carriage is concluded solely for the use of the open facilities and runs/slopes/ski routes during the operating hours as announced. Contractual claims against Bergbahnen Hochoetz therefore exist only for the duration of the operating hours and only for open runs/slopes/ski routes.
- 11.3 Use of the off-piste area is at your own risk and responsibility. No safety or marking measures (such as safety barriers, checks, closures, etc.) are in place in the off-piste area. Any measures taken in exceptional cases are voluntary and do not constitute any obligation on the part of Bergbahnen Hochoetz.

12 Data Protection - Photocompare

- 12.1 The use of Bergbahnen Hochoetz's services requires various processing operations relating to visitors' personal data. Please refer to Bergbahnen Hochoetz's privacy policy for details.
- 12.2 Please note that for the purpose of access control, a reference photo of the visitor is taken the first time they pass through a turnstile equipped with a camera. This reference photo is compared (manually, not automatically) by lift staff with the photos taken each time the visitor subsequently passes through a corresponding turnstile.

13 Contact details

Schiregion Hochoetz Erschließungs-GmbH
Company registration number 175873m
Angerweg 13
6433 Oetz

info@bergbahnen-oetz.at

<https://www.oetztal.com/de/regionen-orte/region-oetz>

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