

## General Terms and Conditions of Business (“GTC”)

of Bad Kleinkirchheimer Bergbahnen, Sport- und Kuranlagen GmbH & Co KG,  
and of Bad Kleinkirchheimer Bergbahnen AG  
– hereafter referred to both individually and jointly as “BERGBAHNEN” –

### 1. Scope of the GTC

These GTC apply to all business transactions concluded between BERGBAHNEN and third parties (hereafter, “VISITORS”) in relation to the usage of pistes, transportation facilities, and other equipment of BERGBAHNEN and/or of the Thermal Römerbad, Bad Kleinkirchheim.

This also applies to the purchase/usage of a Kärntner Top Ski Pass (Carinthia/East Tyrol). In such cases, the General Terms and Conditions of the Top Ski Pass (Annex C) shall apply in addition—and with priority.

### 2. Purchase of tickets

The various tickets available are displayed on the website of BERGBAHNEN ([www.BadKleinkirchheimer.com](http://www.BadKleinkirchheimer.com)) and at individual sales outlets. The relevant fare conditions indicated at those locations shall apply to the purchase of tickets and shall establish extent of the related entitlement.

Tickets may only be purchased without exception at the cash desks of Bad Kleinkirchheimer Bergbahnen, the Thermal Römerbad, and their relevant sales partners.

Special fares (e.g. reduced-price tickets for children, young persons, students, the elderly, families, etc.) may only be granted upon presentation of suitable documentation.

A photograph, which the VISITOR must provide, is required in order to purchase season tickets and tickets for families with young children. Photographs may also be taken on site either at the cash desks of BERGBAHNEN or at the Thermal Römerbad.

All time tickets may be purchased on any day, including in advance.

A keycard charge of €5.00 shall be levied for each ticket issued in relation to the purchase of ski and/or combined spa-ski tickets of all types. This amount shall be reimbursed upon the return of the undamaged and fully functioning keycard to the cash desk of BERGBAHNEN, to the Thermal Römerbad or to the relevant sales partner. Keycards cannot be returned by post.

The VISITOR is obliged to treat and store the keycard with care and shall be liable for any damage occurring whilst it is in his/her possession. In particular, keycards must not be exposed to significant heat, folded, or perforated, as this may prevent them from functioning properly.

Tickets for the spa and/or sauna may be obtained exclusively at the Thermal Römerbad.

#### **2.1 Additional conditions for ski ticket purchases in the webshop ([ticket.badkleinkirchheimer.com](http://ticket.badkleinkirchheimer.com)):**

Only customers over the age of 18 are entitled to purchase tickets in the webshop.

Tickets purchased in the webshop are only valid upon full payment of the purchase fee. BERGBAHNEN also reserves the right to block the validity of tickets in cases of misuse (incorrect age information, incorrect selection of the category of person, such as child instead of adult) within the framework of automation-supported processing.

In the webshop, payment can be made by instant bank transfer or by credit card (Master or Visa Card). After purchasing and registering a ski pass in the webshop, the customer must collect the ski pass from the BERGBAHNEN sales outlets upon presentation of the booking confirmation and a valid photo ID when making the initial purchase, i.e. if no data carrier (KeyCard) is yet available. Alternatively, this can be printed out independently by the customer at the open pick-up machines. The KeyCard deposit fee is € 5.00 and is not included in the ticket price.

The details provided by the customer when purchasing in the web shop are processed by BERGBAHNEN with the aid of automated systems. The customer is obliged to provide the relevant and requested data completely and correctly when concluding the contract.

When purchasing tickets via our website, please note point 2.2 on the right of withdrawal for consumers

### **2.2 Right of withdrawal for consumers**

If the customer is a consumer, the customer may withdraw from the Online Ticket purchase within 14 days without stating reasons in accordance with § 11 para. 1 of the Distance Selling and Foreign Transactions Act (FAGG). The period begins on the day on which the customer receives the booking confirmation by e-mail. The declaration of withdrawal must contain the following minimum content:

- Declaration of withdrawal
- order number
- Date of receipt of the booking confirmation by e-mail
- Date of the declaration of withdrawal
- Name and address of the client

The declaration of withdrawal must be made in writing to BERGBAHNEN (by email: [webshop@ski-thermen.com](mailto:webshop@ski-thermen.com)). The withdrawal deadline shall be deemed to have been met if the declaration of withdrawal is sent within the deadline. The declaration of withdrawal can also be made electronically using the sample withdrawal form.

#### **The withdrawal form is available under Annex F.**

BERGBAHNEN will refund the payment made by the client without delay, at the latest 14 days after receipt of the declaration of withdrawal. The means of payment and payment data (e.g. IBAN/credit card number) used by the client for the original transaction will be used for the repayment, unless expressly agreed otherwise. No fees are charged for the repayment. If the customer wishes to book an online ticket that entitles him/her to use the lifts and slopes in a performance period that lies before the expiry of the 14-day cancellation period, the customer must expressly declare this request for early fulfilment of the contract in accordance with § 10 FAGG. The following must be observed in this regard:

- If, accordingly, the performance period of the ticket begins before the expiry of the 14-day withdrawal period and if the customer declares his withdrawal from the contract within his 14-day withdrawal period, but before the end of the performance period, the customer shall pay BERGBAHNEN an amount in accordance with § 16 FAGG which, in comparison to the contractually agreed total ticket amount, proportionately corresponds to the services rendered until the withdrawal.
- Accordingly, if the performance period of the ticket begins before the expiry of the 14-day cancellation period and the performance period ends before the expiry of the 14-day cancellation period, the customer shall no longer have a right of cancellation after the end of the performance period pursuant to section 18(1)(1) FAGG.

If the customer has declared his withdrawal, the use of the ticket is prohibited and the ticket will be blocked by BERGBAHNEN. Tickets in conjunction with the KeyCard specified during online purchase entitle the customer to use the lifts and slopes on specific dates specified during ticket purchase, unless expressly stated otherwise. The customer can select the desired dates from the available dates when ordering the ticket. A postponement of the dates or extension of the performance period is no longer possible after conclusion of the contract. The ticket can only be redeemed at the selected time, unless expressly stated otherwise. Late redemption is not possible - the ticket becomes invalid in this case.

### **3. Validity of tickets**

Each ticket is only valid for a specific person and is not transferable to a third party.

Each ticket is only valid for the period of time for which it was purchased; it is not possible to defer the validity period or exchange the ticket after it has been purchased. Tickets that are valid for more than one day shall be valid on consecutive days, except in relation to special offers with different validity periods; it is not possible to interrupt the validity period for one or more days.

Unless specified otherwise below, each ticket shall only be valid during the operating hours and seasonal periods falling within this validity period. Special tickets are required for special trips and/or events falling outside normal operating hours.

Please note that **you will only be entitled to access the Thermal Römerbad using the Bad Kleinkirchheimer multi-day ski pass (optional ticket or combined ticket) subject to sufficient free capacity**. It may be necessary to wait in the event of high visitor numbers. If the permitted number of visitors to the Thermal Römerbad is reached and therefore no further access can be granted, there shall be no entitlement to a reimbursement of the price of the optional ticket. The operation of the cable car/lift facilities, slopes, the Thermal Römerbad, start and end of season are determined seasonally and published on the homepage. The operating times are published at [www.badkleinkirchheimer.com](http://www.badkleinkirchheimer.com) or posted at the respective points of sale.

#### 4. Ticket checks

Tickets must be presented unsolicited to BERGBAHNEN staff and designated security staff within control areas. Depending upon the relevant equipment, tickets will be checked by machine reading, video, or visual controls.

In the event that a reduced-price ticket is used (e.g. for children, young persons, the elderly and students), corresponding identification must under all circumstances be presented upon request; otherwise, BERGBAHNEN shall be entitled to charge for the difference between the reduced rate and the full price.

#### 5. Photography/data protection

##### 5.1 Personal DATA

The VISITOR must provide the relevant personal data [**season tickets: first name and surname, address, date of birth, photograph** | **for €1 ski pass: first name and surname, date of birth** | **for tickets for families with young children: first name and surname, date of birth, photograph**] that are necessary in order to process the contract of carriage (Article 6(1)(b) EU GDPR).

##### 5.2 Photography / Photo Compare turnstile equipment

In order to avoid the misuse of tickets and for control purposes, BERGBAHNEN uses Photo Compare turnstile equipment at boarding points with the consent of the VISITOR. Since the provision of a photograph by the VISITOR for the Photo Compare turnstile equipment entails the processing of **special categories of personal data**, this processing shall occur exclusively with the express consent of the VISITOR (Article 9(2)(a) EU GDPR).

This turnstile equipment incorporates card readers and cameras. Each time the turnstile is passed through, the ski lift card is read and a photograph of the VISITOR is automatically taken. This photograph is then compared with the relevant reference photograph of the VISITOR taken the first time he/she passed through a turnstile. This examination is carried out by a BERGBAHNEN staff member situated in a closed room adjacent to the turnstile by visual consultation of the screen.

No automatic image comparison is carried out. In addition, no movement profiles of USERS of any type are generated using photographs from the Photo Compare turnstile equipment.

The reference photograph will be deleted immediately after expiry of the validity of the ticket.

##### 5.4 CONSENT to Photo Compare turnstile equipment

**Yes, I would like my photograph to be provided for the Photo Compare turnstile equipment for the purposes of avoiding ticket misuse and controls.**

**My photograph will be automatically taken whenever I pass through a turnstile. This photograph will then be compared by a BERGBAHNEN staff member with the reference photograph taken the first time I passed through a turnstile.**

**The reference photograph will be deleted immediately after expiry of the validity of the ticket.**

**I can withdraw my consent at any time. The withdrawal of consent will not affect the lawfulness of data processing carried out on the basis of consent prior to withdrawal.**

### **5.5 Disclosure to third parties / storage**

All data processing shall occur solely to the extent necessary for the specified purposes. No data shall be disclosed to third parties and all data shall be promptly erased once its storage is no longer necessary for the purposes specified, unless any statutory retention duties apply.

### **5.6 Rights of data subjects**

The VISITOR has the right to information, rectification, erasure, or the restriction of processing of his/her stored personal data, a right to object to processing, and a right to data portability in accordance with the requirements of data protection law. Complaints may be submitted to the Austrian Data Protection Authority ([www.dsb.gv.at](http://www.dsb.gv.at)).

Further notices and information concerning data protection may be found on the homepage [<https://www.badkleinkirchheim.com/de-DE/info-kontakt/datenschutz>] of BERGBAHNEN.

## **6. Loss or exchange of tickets**

The loss of a ticket must be reported promptly in writing to BERGBAHNEN in order to enable the lost ticket to be blocked.

However, lost tickets shall not be replaced by BERGBAHNEN—irrespective of their validity period—unless a replacement is expressly provided for below.

In the event of the loss of a season ticket or a Kärntner Top Ski Pass (Carinthia/East Tyrol) a replacement may be issued upon presentation of identification and payment of a processing fee of € 25.00; the lost card will be blocked.

Any malfunctioning of a ticket must be reported promptly to the cash desk. Any subsequent claims relating to proper functioning and compensatory time may not be made retrospectively.

## **7. Reimbursement**

It is not possible to return tickets that have already been purchased and/or to request the reimbursement of the purchase price on the grounds that the VISITOR does not wish to use the ticket or is or has been unable to use it for reasons within his/her control. This also applies, for example, if the VISITOR buys several tickets which he cannot use at the same time (e.g. a day ticket because he has forgotten his multi-day ticket or season ticket), if he has to leave unexpectedly for reasons within his control, and also in the event of illness or injury of the VISITOR or a traffic restriction affecting the VISITOR, such as quarantine).

In special cases we recommend that any issues are discussed in advance with a BERGBAHNEN cash desk. In such cases, we recommend that the ticket be presented along with the doctor's note from a local physician or hospital before 10:00 a.m. on the following day along with the bill. However, there is not under any circumstances any legal entitlement to reimbursement.

There shall only be a right to reimbursement on account of limited cableway, lift, and piste availability in accordance with clause 12 of these GTC.

## **8. Misuse**

Pistes, transportation facilities, and other equipment of BERGBAHNEN, as well as the spa and sauna area of the Thermal Römerbad, may only be used with valid tickets. This applies not only for skiing but also for accessing the pistes on foot (hikers).

In the event that BERGBAHNEN services are used without a valid ticket, in addition to the obligation to pay for a corresponding day ticket, a penalty in the same amount must also be paid. In the event of the misuse of a BERGBAHNEN ticket in relation to the usage of services (e.g. usage of a ticket by a third party, multiple usage, onward sale to a third party) or of forgery, the ticket concerned shall be withdrawn by BERGBAHNEN. BERGBAHNEN reserve the right to make a criminal complaint.

Tickets are not transferable. In the event that a ticket is passed on to a third party in breach of contract, entitlement to use the ticket shall lapse and the ticket shall be withdrawn by BERGBAHNEN.

Both the person passing on the ticket as well as the third party shall be banned from further transportation or from further usage of the facilities and shall in addition be jointly obliged to pay a penalty in the amount of a corresponding day ticket. BERGBAHNEN reserve the right to make a criminal complaint.

In the event of material breaches of the terms and conditions of carriage or of the GTC, the failure to respect any full or partial closures of ski runs and equipment, the repeated failure to follow the instructions of BERGBAHNEN staff or of designated security staff, and in the event of wilful damage to the property of BERGBAHNEN, BERGBAHNEN shall likewise be entitled to withdraw the ticket without compensation and to ban the VISITOR in question from any further transportation or any further usage of the equipment.

In addition, BERGBAHNEN shall be entitled to refuse transportation in specific individual circumstances if the VISITOR fails to comply with the instructions of BERGBAHNEN staff or of designated security staff or otherwise breaches these GTC during transportation.

## 9. Hazard warnings

Please note that it is essential that the VISITOR be in an appropriate state of health and have sufficient sporting skills in order to use pistes, transportation facilities, and other equipment of BERGBAHNEN, as well as the Thermal Römerbad, and in particular that he/she have sufficient skiing expertise in order to use transportation facilities and pistes.

All equipment shall be maintained by BERGBAHNEN in accordance with statutory requirements. However, please note that the usage of equipment is at all times associated with hazards, and in particular the natural hazards inherent to mountainous regions and dangers originating from other users or equipment cannot be excluded. In addition, the services offered by BERGBAHNEN also include pistes and marked-out routes that have been intentionally left in their natural state or unprepared (ski routes, ungroomed pistes, deep snow and mogul slopes, etc.); particular attention is drawn to the related special hazards.

Pistes and equipment are thus used at each individual's own risk.

**After the end of opening hours (from 4:30 p.m.), due to piste preparation and snow-making work (use of cable winches), access to pistes and toboggan runs either on skis or on foot is liable to result in death and is thus strictly prohibited.**

Please note that it is prohibited without exception to leave marked-out routes and pistes and to access adjacent meadows, open land, and wooded areas. Breaches are punishable under criminal law (§ 33 of the Austrian Forestry Act); in addition, BERGBAHNEN shall incur no liability for any resulting losses whatsoever.

## 10. Terms and Conditions of Carriage, FIS standards

The Terms and Conditions of Carriage must be complied with in relation to the usage of transportation facilities of BERGBAHNEN in addition to these GTC. These include the General Terms and Conditions of Carriage (Annex B) and—on a priority basis—the Special Terms and Conditions of Carriage displayed at the valley station and the cableway/lift stations.

FIS Rules for Conduct (Annex A) must be complied with during usage of pistes.

In addition, the relevant directions and instructions of cableway/lift, rescue and piste staff and designated security staff must be complied with.

## 11. Spa Rules

The Spa Rules displayed must be complied with when using the Thermal Römerbad (Annex D).

In addition, the directions and instructions of spa staff must be complied with.

## 12. Rail, lift, and piste services

With the ticket, the VISITOR acquires the right to use the cable cars, lifts and pistes in operation during the respective opening hours. The current (daily) availability of lifts, cable cars and pistes is indicated at the ticket offices, valley stations, on the electric display boards and on the homepage of the BERGBAHNEN.

Although the BERGBAHNEN endeavour to provide you with as many lifts, cable cars and pistes as possible during the respective opening times, which vary throughout the season, it is generally known that - as in other ski areas throughout the Alpine region - not all cable cars, lifts and pistes can be open at all times and that this offer can therefore change daily and also during the course of the day. The availability of cable cars, lifts and pistes depends in particular on weather conditions (e.g. strong winds, fog), avalanche and other hazards, technical reasons (e.g. necessary maintenance work, technical faults, power cuts, closures or shutdowns prescribed by the authorities) or important reasons to protect the safety, health or physical integrity of VISITORS and operating staff, as well as piste closures due to overcrowding or events (FIS ski races, guest ski races etc).

As long as the practice of winter sports is carried out in a seasonally appropriate manner (low season, high season) and in accordance with the snow and weather conditions. As long as winter sports can be practised to a reasonable extent in accordance with the respective season (pre-season/post-season or peak season) and the snow and other weather conditions, the restriction of the lift and piste services for the above-mentioned reasons shall not give rise to any claim by the VISITOR against the BERGBAHNEN, in particular no claim to a reduction or (pro rata) refund of the fee paid for a ticket, including a ski pass, to an extension or postponement of the period of validity of the ticket or ski pass, or to compensation for material damage or financial loss (cf. Section 17).

Should the VISITOR purchase a ticket during an officially ordered closure of the pistes and lift facilities, there shall be no further entitlement to a (pro rata) refund, reduction of the ticket price or extension or postponement of the period of validity due to this closure.

## 13. Snow park, kids' slope, permanent racing tracks, and other special facilities

Usage of special ski surfaces (such as e.g. the snow park, the kids' slope, etc.) may be limited either in full or in part. The terms set forth in clause 12 of these GTC shall apply *mutatis mutandis*.

## 14. Ski touring

Pistes may be used for ascent exclusively outside of the opening hours of the ascent facilities between 6:00 a.m. and 8:30 a.m.. However, the relevant opening hours may be adjusted on the basis of weather conditions and operating requirements (cf. clause 12 of these GTC); in such cases the relevant information for the day shall be displayed at valley stations and on the BERGBAHNEN website.

Pistes may only be used by persons holding a valid Bad Kleinkirchheimer season ski pass, a valid ski touring day ticket, or a valid ski touring season ticket of BERGBAHNEN. The Top Ski Pass (Carinthia/East Tirol) is not valid for this purpose.

## 15. Carriage of animals by cableway

A ticket (additional ticket) must be purchased in order to transport an animal by cableway. Animals transported must be safely restrained. Dogs must wear a muzzle and be attached by a leash as a general requirement throughout the entire ski and pasture area. The keeper of the relevant animal shall be liable according to law for any personal injury or damage to property caused by an animal. The relevant municipal ordinances must be complied with by keepers of animals.

## 16. Mountainbiking (Flow Country Trail)

BERGBAHNEN operates the Flow Country Trail for all persons, irrespective of whether or not a transport agreement is concluded, and free of charge. In that respect, the Flow Country Trail concerns a facility that has been installed for proficient mountain bikers, and entails corresponding risks when

used. The route is located in nature, and is not specially prepared. That means, for example, that fallen branches, roots or similar obstacles may crop up at any time. The rules of conduct in accordance with Annex E are to be strictly adhered to.

In addition (e.g. depending upon the weather or due to operational restrictions), the usability of one of these facilities may be partially or entirely restricted. For that reason, and in general, the provisions of these General Terms and Conditions of Business apply analogously to the mountain biking services on offer from BERGBAHNEN, in particular Clauses 9 (Notes on risk), 12 (Teleferics and Cable Cars, Ski Lift and Slope Services on Offer) and 17 (Liability).”

## 17. Liability

The liability of BERGBAHNEN is determined according to law.

However, BERGBAHNEN shall bear liability for damage to property only in the event of gross negligence. This shall be without prejudice to liability for any items ordinarily brought by spa guests into the Thermal Römerbad, which shall be governed by §§ 970, 970a, and 970b of the Austrian Civil Code.

BERGBAHNEN does not accept any liability for stains caused to clothing, which is commonly associated with the usage of equipment, pistes, and access routes.

## 18. Other terms and conditions

The place of performance for all obligations incumbent upon BERGBAHNEN shall be 9546 Bad Kleinkirchheim.

Austrian law shall apply. The courts of Klagenfurt shall have exclusive jurisdiction. However, this does not apply to any claims against the VISITOR in the event that he/she is domiciled, ordinarily resident, or employed in Austria outside the judicial district agreed upon.

## Annex A

### FIS Rules for Conduct on pistes

#### 1. Respect for other skiers and snowboarders

A skier, snowboarder, or person engaging in winter sports must behave in such a way that he does not endanger or injure others.

#### 2. Control of speed and skiing or snowboarding

A skier or snowboarder must move in control. He must adapt his speed and manner of skiing or snowboarding to his personal ability and to the prevailing conditions of terrain, snow and weather as well as to the density of traffic.

#### 3. Choice of route

A skier or snowboarder coming from behind must choose his route in such a way that he does not endanger skiers or snowboarders ahead.

#### 4. Overtaking

A skier or snowboarder may overtake another skier or snowboarder above or below and to the right or to the left provided that he leaves enough space for the overtaken skier or snowboarder to make any movement.

#### 5. Entering, starting, and moving uphill

A skier or snowboarder entering a marked run, starting again after stopping, or moving uphill on the slopes must look up and down the slopes to ensure that he can do so without endangering himself or others.

#### 6. Stopping

Unless absolutely necessary, a skier or snowboarder must avoid stopping on the piste in narrow places or where visibility is restricted. After a fall in such a place, a skier or snowboarder must move clear of the piste as soon as possible.

#### Climbing and descending on foot

A skier or snowboarder either climbing or descending on foot must keep to the side of the piste.

#### 8. Respect for signs and markings

A skier or snowboarder must respect all signs and markings.

#### 9. Assistance

In case of an accident, every skier or snowboarder is duty bound to assist.

#### 10. Identification

Every skier or snowboarder and witness, whether a responsible party or not, must exchange names and addresses following an accident.



## Annex B

### General Terms and Conditions of Carriage Kärntner Skipass

If the customer acquires a Kärntner Skipass ticket to use the facilities of several companies, BERGBAHNEN shall act for the other companies only as their representative. The services that can be used with such a (group) ticket are provided by legally independent companies. The company in whose (ski) area an accident occurred is therefore always liable for the provision of the individual services and for the consequences of any accidents; contractual claims (e.g. from piste safety or transport) are therefore processed by the company in whose (ski) area an incident occurred.

General Terms and Conditions Kärntner Skipass: [https://www.kaerntner-skipass.com/fileadmin/userdaten/Dokumente/AGBs\\_Kaerntner\\_Skipass.pdf](https://www.kaerntner-skipass.com/fileadmin/userdaten/Dokumente/AGBs_Kaerntner_Skipass.pdf)

## Annex C

### House and Spa Rules

of Bad Kleinkirchheimer Bergbahnen AG and Bad Kleinkirchheimer Bergbahnen,  
Sport- und Kuranlagen GmbH & Co KG – hereinafter also “Spa”

Dear visitors!

By purchasing an hour, day, season, or combination ticket, you are concluding a spa usage agreement with Bad Kleinkirchheimer Bergbahnen AG / Bad Kleinkirchheimer Bergbahnen, Sport- und Kuranlagen GmbH & Co KG and therefore consent to the House and Spa Rules as well as to the Sauna Rules as a constituent element of the content.

Thank you for your understanding and support. We wish you a relaxing and regenerative time in our Thermal Römerbad.

#### 1. Duties of the Spa

##### 1.1. Grant of use of the facilities, guests' responsibility for risks

- (1) The Spa permits guests to make use of the Spa facilities at their own risk, subject to the terms of these Spa Rules.
- (2) Neither the Spa nor its staff are capable of preventing general bathing accidents. In particular, guests themselves bear the risks associated with sporting activities engaged in or the mere presence on the premises of the Spa.
- (3) The same applies to injuries and other interferences with the privacy of guests on the part of other guests or other third parties who are not members of the Spa staff.
- (4) The Spa can accept only the duties to guests that are listed below.

##### 1.2. Opening times and grant of entry

- (1) The Spa undertakes to permit visits during the opening times displayed or announced by the management.
- (2) If the officially permitted number of visitors is exceeded, the Spa, with the help of the responsible staff, may prohibit the entry of additional visitors. In this case, those wishing to visit must expect waiting times. Entry tickets are only sold on the basis of free capacity. A certain quota is reserved for combination pass holders (skiing & thermal baths). In the event of large visitor numbers, there may still nonetheless be waiting times. Season ticket holders cannot claim a right of entry under such circumstances. They shall have equal priority with daily visitors in order of entrance as guest capacity becomes available.
- (3) The Spa reserves the right to refuse entry without specifying any reasons to persons whose visit to the spa could give cause for concern (alcohol, drugs, illness, hygiene).
- (4) The following persons may be required to leave the Spa – without any claim to reimbursement of the entry fee (!):
  - a. any person who persists in violating the Spa Rules despite a warning;
  - b. any person who refuses to follow the instructions of the Spa staff;
  - c. any person who uses the facility for purposes other than those intended.

##### 1.3. Condition and operation of the facilities

- (1) The Spa shall ensure that the facilities are established, operated and serviced in accordance with regulations. In particular, the Spa must comply with all applicable hygiene and safety regulations. The Spa does not have any further obligations.
- (2) Once the Spa becomes aware of the malfunction, defect or deficiency of any system that no longer permits its safe operation, the Spa shall immediately discontinue usage of the defective system or limit its usage accordingly.
- (3) The guests themselves are responsible for complying with the instructions of the responsible staff.

#### **1.4. Monitoring compliance with Spa Rules**

The Spa shall, with the help of its responsible staff and to the extent reasonable, monitor compliance by guests and other persons present on the Spa premises with the Spa Rules. If behaviour is discovered that violates the rules, the persons in question will be warned and, if necessary, required to leave the premises. In order to ensure the safety of the guests and to protect against vandalism, surveillance cameras are installed in the Spa entry area.

#### **1.5. Help in case of accidents**

If an accident occurs, the Spa shall provide prompt assistance with the help of its responsible staff and to the extent reasonable.

#### **1.6. Assistance in averting hazards indicated**

If the Spa, including in particular its responsible staff, is lead by guests to believe in a plausible threat to the health or life of guests, the Spa and its staff shall take all reasonable efforts to avert this risk.

#### **1.7. No possibility of supervising minors, incapacitated persons, disabled persons or non-swimmers**

The Spa and therefore its staff are not in a position and are therefore also not obliged to supervise minors, incapacitated persons and/or physically or mentally disabled persons or non-swimmers.

#### **1.8. Liability of the Spa**

- (1) The Spa can only accept liability for damages it or its staff have caused to a guest by unlawful conduct, in particular in breach of contract, for which it is at fault.
- (2) The Spa cannot accept liability for damages resulting from failure to follow the Spa Rules, any other rules for use or the failure to follow the instructions of staff, from any other fault of the injured party or from unavoidable events or force majeure, in particular also due to the actions of third parties. In the event of contributory negligence damages shall be reduced accordingly. The same shall apply mutatis mutandis for any special rules posted for the use of any equipment or facilities (e.g. sauna rules, solarium rules, etc.) as well as any prohibitions or restrictions on use as described in clause 1.3.
- (3) The Spa cannot accept liability for damage to objects caused by contact with water.
- (4) The use of the car park is at your own risk. The Spa is not obliged to monitor the car park or to maintain its surfaces or other equipment in order to protect vehicles against damage (for example by nails, shards of glass or potholes).
- (5) We cannot assume liability for any damage to health resulting from the usage of the thermal baths or the sauna or solarium facilities.

#### **2.1. General information**

- (1) Food and beverages may only be consumed in the restaurant area.
- (2) It is not permitted to take fragile objects into the Spa area.
- (3) It is not permitted to photograph or film guests without their permission.
- (4) In icy conditions, only the cleared paths may be used. During usage of the solarium, the usage rules and warnings displayed must be followed exactly. Each visitor is asked to use only one sun bed. It is not permitted to jump into, push other persons into or throw other persons into the pool. Guests are not permitted to enter equipment rooms.
- (5) Windows, ventilation systems and other technical systems may only be operated by Spa staff. Any interference with any Spa equipment that is not provided for direct guest use is prohibited.
- (6) Smoking is absolutely prohibited throughout the Thermal Römerbad. Smoking is permitted in the designated smoking areas.

#### **2.2. Entry tickets, payment; prepaid cards**

- (1) The use of the Spa is only permitted with a valid entry ticket in accordance with the Price Regulations. The Price Regulations form part of the Spa Rules. The applicable prices are those displayed. The Spa reserves the right to correct any errors and misprints.
- (2) Entry bracelets (data carrier watches) must be worn or retained for the full duration of the visit to the Spa. Mislabeled entry bracelets will not be replaced. The visitor must leave the Spa and pay for a replacement of the lost entry bracelet. Entry bracelets must be returned upon leaving the Spa.
- (3) The transfer of data carriers is not permitted.

- (4) In case of loss of the data carrier, an amount of € 60.00 (maximum consumption + data carrier) must be paid.

- (5) For hourly tickets, the time required to change clothing is included in the usage period. If the time expires, the guest must pay an additional price.

### **2.3. Supervision of children, minors, non-swimmers and the disabled persons**

- (1) The supervision of children, minors, non-swimmers and disabled persons is the responsibility of the people who are ordinarily obliged to supervise these persons (for example, family members with parenting rights or the corresponding supervision or care staff).
- (2) These persons obliged to supervise shall remain responsible for supervision even if they do not enter the Spa premises or if they leave them prematurely. The applicable youth protection regulations, in particular bans on drinking alcohol and smoking, prohibitions on entering prohibited areas and the duties of persons with parental responsibility must be followed by young persons and the persons with parental responsibility for them.
- (3) The wearing of diving goggles and similar items is prohibited without exception in the pools in the sauna areas.
- (4) Entry to the sauna area is not permitted for children under the age of 15. The Spa may at its discretion allow entry to children under the age of 15, either temporarily or permanently.

### **2.4. Supervision during group visits**

- (1) In the event of group visits, compliance with the Spa Rules shall be ensured and full responsibility for such compliance shall be borne for school pupils by their responsible supervising person, or for associations and other organisations the responsible official. The supervising persons themselves must be present for the entire duration of the group visit.
- (2) These supervising persons must obtain appropriate permission from the supervising staff of the Spa to ensure that the other normal Spa operations are not disturbed by the group visit.
- (3) The supervising person for the group must ensure that there is no running anywhere in the thermal baths in order to prevent accidents.

### **2.5. Instructions of Spa staff**

- (1) Guests are obliged to follow the instructions of the responsible staff of the Spa without exception. This applies even if the guest is of the opinion that the instruction is not justified. Anyone who violates the Spa Rules or uses prohibitions for specific facilities (such as thermal baths, sauna, children's area) or restrictions listed in clause 1.3 or fails to follow the instructions of the responsible staff may be expelled from the Spa without any claim to reimbursement of the entry fee against such staff or any other representative of the Spa.
- (2) In particular cases, a Spa ban with future effect may also be imposed.

### **2.6. Hygiene regulations**

- (1) Guests are obliged to maintain the greatest possible cleanliness throughout the Spa.
- (2) The barefoot area may not be entered with outdoor shoes.
- (3) The Spa must not be visited by any person infected with a contagious disease.
- (4) Guests must shower before entering the pool for hygiene reasons. Shower sprays must be turned off immediately after use.
- (5) The use of soap, shampoo or detergents as well as the washing of swimming gear in swimming and bathing pools is prohibited.
- (6) Waste (bottles, glasses, cans, paper etc.) must be placed in the waste containers provided. The pool lounge area must be left clean.
- (7) The use of glass containers is not permitted in the barefoot area.
- (8) In case of intentional contamination of the pools (snow, soil or other objects), the costs of cleaning the pool must be paid and the individual responsible will be liable to immediate expulsion from the Spa.
- (9) Pushchairs may not be taken into the thermal baths area.
- (10) The saunas must only be used while seated on a towel. No sweat may come directly into contact with the wood.
- (11) The wearing of bathing textiles is prohibited throughout the sauna area. Guests are free to cover themselves with bathrobes and/or towels.

### **2.7. Prohibition of hazards and nuisances**

- (1) Every guest is obliged to give consideration of the other guests, especially with respect to noise. Anything that could constitute a nuisance or any risk to other guests is therefore prohibited.
- (2) It is prohibited to climb onto or over the boundary markers of the Spa premises. All systems and equipment in the Spa must be used exclusively for their intended purpose.
- (3) There is a strict prohibition on mobile phones throughout the sauna area.

#### **2.8. Bringing in and loss of property, parking of vehicles**

- (1) Valuables must be left at the cash desk in return for a receipt; no liability can be accepted for any valuables brought onto the Spa premises.
- (2) Any items found must be left at the cash desk in return for a receipt.
- (3) Vehicles or other items may only be parked in such a way that access to the Spa is not blocked, in particular for rescue, fire or police interventions.

#### **2.9. Reporting obligations / obligation to provide assistance**

- (1) Any accidents, thefts and complaints must be reported immediately to the responsible staff or management of the Spa.
- (2) Every guest is obliged to provide the necessary first aid or other assistance.

#### **2.10. Other commercial activities / advertisement**

- (1) Any kind of commercial activity or advertisement in the Spa area shall require its approval.

### **3. Sauna Rules**

- (1) The sauna is operated on an absolutely mixed-gender basis.
- (2) The sauna may only be used by persons who are in suitable health (in case of doubt, it is recommended that you consult your family physician).
- (3) The purchase of a sauna entry pass also includes entry to the thermal baths. In the event of entry to the sauna or wellness area without prior purchase of a pass, the sauna entry fee will be automatically charged.
- (4) Infusions shall be carried out exclusively by Spa staff.
- (5) The pouring of spirits, strong-smelling essences or flammable infusion concentrates onto the sauna furnace is strictly prohibited and can result in a fire in the sauna.
- (6) Infusion times may vary individually. Changes in the schedule and times are possible.
- (7) We recommend showering after infusions – especially after infusions with special creams.
- (8) Mobile phones, photography and filming are prohibited throughout the sauna and wellness area.
- (9) Guests may only remain in sauna chambers unclothed.
- (10) The pool facilities throughout the sauna and wellness area must also only be used unclothed.
- (11) We recommend following the sauna instructions posted in the sauna area.
- (12) The use of the sauna before or after infusions is prohibited.
- (13) Showering is mandatory before using the pool facilities.
- (14) Sauna guests must behave in such a way that does not disturb other visitors.
- (15) The instructions of sauna staff must be followed.
- (16) Children may only visit the sauna area over the age of 15.

## Annex D

### Special conditions and rules of conduct for the mountain bike offer

1. Use of the Flow Country Trail is permitted from June - October during the regular opening hours of the Bad Kleinkirchheim Kaiserburgbahn, provided it has not been closed for safety reasons. The instructions of the staff must always be followed.
2. Use is at your own risk and is only permitted with a suitable, regularly maintained bike and appropriate protective clothing. This protective clothing includes, for example, a suitable helmet, gloves, arm and knee pads, protectors and neck protection. 3.
3. Users are aware that this is a natural trail where roots, fallen branches or similar obstacles may occur.
4. It is strictly forbidden to leave the marked and signposted route. Users of the route are therefore only allowed to use the marked and signposted route.
5. Within the framework of use, the rules of the road traffic regulations must be observed. In particular, users must drive at half speed and maintain a controlled speed. This serves the purpose that the user can brake and stop in front of an obstacle at any time. In the event of an unexpected obstacle, users must dismount from the bicycle and push it past the obstacle.
6. Users must take into account that hikers also use this route. They have priority over mountain bikers.
7. Users must be attentive and exercise due caution when riding on forest roads. This applies in particular during forestry work, although no special reference is made to this. Users must be aware of working machines, wood or potholes on the roadway, as well as grazing livestock or motor vehicle traffic. Pasture gates and gates must always be closed behind you.
8. To protect wildlife, use of the mountain bike trails is prohibited during and after dusk. In addition, camping, setting fires, disturbing wildlife and entering forestry crops below 3m tree height are prohibited by law.
9. Users must show consideration for the environment, dispose of waste in the rubbish bins provided and avoid noise as far as possible.

**Annex F****Revocation form Online-Ticket**

(If you want to revoke the contract, please fill out this  
form and send it back to us)

To the

Bad Kleinkirchheimer Bergbahnen, Sport- und Kuranlagen GmbH & Co KG

Dorfstraße 74

9546 Bad Kleinkirchheim

email: [webshop@ski-thermen.com](mailto:webshop@ski-thermen.com)

I/we(\*) hereby revoke the contract concluded by me/us(\*) for the purchase of the following goods(\*) /  
the provision of the following service(\*):

.....  
.....  
.....

Ordered on (\*) / received on (\*): .....

Name of consumer(s):.....

Address of consumer(s):.....

.....  
Signature of consumer(s) (only in case of paper communication)

Date: .....

(\*) Delete where inapplicable