

General Terms and Conditions of Bergbahnen Hochoetz ("AGB Hochoetz")

Version dated October 27, 2025

1 Scope

- 1.1 If these "AGB Hochoetz" have been effectively incorporated, they (in addition to the individual agreement reached) govern the legal relationships between Schiregion Hochoetz Erschließungs-GmbH (hereinafter: "Bergbahnen Hochoetz", see point 2.2) and the purchasers (hereinafter: "visitors") of a lift ticket, a voucher, or any other service provided by Bergbahnen Hochoetz, regardless of the respective "booking channel" (contract conclusion takes place online, at the ski pass ticket offices, at branch offices of Bergbahnen Hochoetz, etc.).

2 Conclusion of contract and contractual partners

- 2.1 Lift tickets/vouchers can 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 resort/mountain sports area (including Ochsen Garten). 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 the lift ticket purchased in accordance with point 8.8 is used to access services in the other ski/mountain sports areas listed in the table (e.g., with the "Ötztal Superskipass"), this is always done directly on the basis of an independent (separate) contractual relationship between the visitor and the respective ski area operator. As the seller of the ticket, Bergbahnen Hochoetz acts only as a representative for the other ski/mountain sports area operators; a direct contractual relationship with Bergbahnen Hochoetz arises only with regard to its own services and facilities. Therefore, only the respective ski/mountain sports area operator in whose area of responsibility the incident occurs is obliged to provide the individual services and pay any compensation in the event of incidents. The ski/mountain sports area operators and their areas of responsibility are listed in the table below (more detailed information on the contractual partners and their respective areas of responsibility is available on request):

| SKI/MOUNTAIN SPORTS AREA | OPERATOR (contractual partner) | SPATIAL AREA OF RESPONSIBILITY |
|---------------------------------------|---|--|
| Bergbahnen Hochoetz | <ul style="list-style-type: none"> Schiregion Hochoetz Erschließungs-GmbH (FN 175873m) | Facilities in the municipality of Oetz, including the facilities in the "Balbach" and "Ochsen-garten" 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 developed from the town of Sölden in the municipality of Sölden, including the facilities at Rettenbach and Tiefenbachferner. |
| 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 in the municipality 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 in the municipality of Längenfeld |
| Bergbahnen Umhausen/Niederthai | <ul style="list-style-type: none"> Niederthaier Skilift GmbH (FN 36894g) | Facilities accessible from the village of Niederthai in the municipality of Umhausen |
| 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 in the municipality of Sölden accessible from the districts of Obergurgl and Hochgurgl |
| Vent Mountain Railways | <ul style="list-style-type: none"> Venter Seilbahnen Gesellschaft m.b.H. & Co. | Facilities accessible from Vent in the municipality of Sölden |

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| | KG. (Stablein) (FN 19083p) | |
|--|----------------------------|--|

- 2.4 When purchasing a network ticket (e.g., Tirol Regio Card, Snow Card Tirol, SKI plus CITY Pass Stubai Innsbruck), the respective separate terms and conditions for these network tickets apply (provided that they have been effectively incorporated into the contract).
- 2.5 Bergbahnen Hochoetz is entitled to use vicarious agents.
- 2.6 Bergbahnen Hochoetz reserves the right to suspend the sale of lift tickets on certain days, depending on capacity.

3 Prices and discounts

- 3.1 The current prices for the various services can be found in the Hochoetz Mountain Railways price list. A mixed price is calculated for tickets covering a seasonal intersection.
- 3.2 All prices are quoted 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 per lift ticket is charged for KeyCards. The deposit will be refunded when the undamaged KeyCard is returned. KeyCards can be returned at all ski pass offices.
- 3.4 Discounts according to the price list (for children, seniors, 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 cashier staff is not allowed to make any exceptions. A disability discount is granted for a documented degree of disability of 60% or more. If discounts are claimed, proof of eligibility must be provided in the form of appropriate official documents. Unlawfully claimed discounts will result in the withdrawal of the lift ticket. We also reserve the right to press criminal charges.
- 3.5 Discounts and competitions are not valid for season tickets or online tickets.

4 Non-transferable, non-refundable, loss

- 4.1 Lift tickets are personal and non-transferable. Only when purchasing a "young family ticket" can it be transferred between parents, whereby simultaneous use by both parents is not permitted.
- 4.2 Misuse of lift tickets or fraudulent use of services will be prosecuted and reported to the relevant authorities. Any misuse (e.g., unauthorized transfer, use of someone else's ticket,

use of the transport service without a ticket, disregard of the regulations necessary for the safe operation of the cable car facilities, use of a reduced-price ticket without fulfilling the requirements) will result in the immediate withdrawal of the lift ticket. Note: Do not purchase lift tickets from third parties—they may be blocked!

- 4.3 It is not possible to extend/postpone the validity period of lift tickets retrospectively.
- 4.4 Without limiting any other statutory or contractual claims for reimbursement or damages to which the visitor may be entitled, Bergbahnen Hochoetz will voluntarily refund the fee paid in the event of a sports accident in the Bergbahnen Hochoetz ski area: Refunds for ski passes will only be made upon presentation of a medical certificate from a doctor or hospital in Tyrol. Refunds for ski passes are only possible for the injured person (not for accompanying persons). The unused days from the day after the accident will be refunded, minus the price of the days used according to the price list. Season tickets and 1-day tickets are non-refundable.
- 4.5 Valid and non-personalized lift tickets, booking codes, and vouchers entitle the respective holder to claim the certified service. Bergbahnen Hochoetz cannot verify the legitimacy of the holder. Therefore, no replacement can be provided for lost non-personalized (non-personal) lift tickets, booking codes, or vouchers.
- 4.6 If lift tickets (such as season tickets) cannot be presented (e.g., because they were forgotten at home), a corresponding day ticket must be purchased. No refunds are possible in this regard.

5 Special conditions for online lift tickets and online vouchers

- 5.1 Only persons of legal age are entitled to purchase online tickets and online vouchers.
- 5.2 Online tickets and online vouchers are purchased through SJack GmbH (FN 373175m, "Starjack"). However, Bergbahnen Hochoetz is the contractual partner of the contract brokered by 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 purchasing online tickets or online vouchers is completed by clicking on the "Place order" button. By doing so, the visitor makes a binding offer to purchase an online ticket or online voucher. The contract is then concluded by 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. For details, please refer to the Bergbahnen Hochoetz web shop, the Starjack terms and conditions (<https://starjack.com/gtc>), or the Starjack FAQs. Visitors can choose from the delivery options

provided, although not all delivery options are available/selectable for all online lift tickets or online vouchers:

- 5.5.1 Smartphone ticket: The use of a smartphone ticket requires the "key2ski" app (Apple Store, Google Play Store). To use the smartphone ticket, 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 activated. The "key2ski" app must remain open in the background for the smartphone ticket to work. If the app is closed, the smartphone ticket will also be temporarily deactivated. Only one ticket can be activated per smartphone. Visitors are responsible for ensuring that their smartphone has sufficient battery power. If the visitor's smartphone battery is/becomes empty, a KeyCard can be purchased at the ticket counters/ski pass offices of the Hochoetz mountain railways by presenting the purchase receipt with QR code or booking confirmation (deposit fee as per 3.3).
- 5.5.2 Transferring the lift ticket to an existing KeyCard: Starjack will transfer the booked online lift ticket to an existing (and activated) KeyCard (the KeyCard is then activated for use).
- 5.5.3 Delivery by mail via Starjack. Please note that Bergbahnen Hochoetz is not responsible for mail delivery times.
- 5.5.4 Receipt of a booking code: If you select the "Receive booking code" option, the lift tickets can be collected on site at all Bergbahnen Hochoetz ski pass offices upon presentation of the booking code. Bergbahnen Hochoetz accepts no liability for the loss or careless storage of the booking code and any unauthorized access by third parties resulting from this. Invalid or invalidated booking codes do not entitle the holder to collect lift tickets. If the payment is charged back before the lift ticket is collected, the booking code automatically becomes invalid.
- 5.6 When purchasing an online lift ticket, a specific validity period must be selected, which cannot be changed afterwards. Online lift tickets cannot be canceled (unless the "money-back guarantee" is added when purchasing the online lift ticket in accordance with point 5.7).
- 5.7 For an additional charge of €3.00 per lift ticket and per day of the validity period, partially cancellable online tickets can be ordered during the ordering process (so-called "money-back guarantee"). In these cases, the visitor can withdraw from the contract no later than three days before the start of the validity period and return the tickets for a refund (minus the surcharge for the "money-back guarantee"). To do so, written withdrawal by email to info@hochoetz.at is required.
- 5.8 Payment for online tickets and online vouchers can only be made 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 can also be redeemed by persons who have come into possession of them unlawfully. Upon presentation of a valid voucher, Bergbahnen Hochoetz is not obliged to

further check the validity (in particular identity checks). Depending on the product selected, the voucher can be "redeemed" at the ski pass ticket offices of Bergbahnen Hochoetz or (if this is specified separately) in the mountain restaurants of Bergbahnen Hochoetz. Vouchers cannot be redeemed for cash. If the entire voucher value has not been used, the remaining amount will remain as a voucher – no cash refund will be given. Vouchers are subject to the statutory limitation rules. Lift ticket vouchers are only valid during the specified/selected period. Even vouchers issued free of charge are only valid during the specified periods.

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

6 Right of withdrawal

- 6.1 In the case of distance contracts or contracts concluded outside of business premises, you have the right to withdraw from this contract without giving reasons in accordance with the Distance and Off-Premises Sales Act (FAGG). The withdrawal period is fourteen days from the date of conclusion of the contract.
- 6.2 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 email).
- 6.3 To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.
- 6.4 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 additional costs resulting 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 for this refund. If you have requested that the services should begin during the withdrawal period, you shall 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 the right of withdrawal with regard to this contract in comparison to the total scope of the services provided for in the contract.
- 6.5 However, you **do not** have a **right of withdrawal under the FAGG** if you conclude a distance contract or a contract concluded outside of business premises for services related to leisure activities, whereby a specific time or period is contractually stipulated for the fulfillment of

the contract by Bergbahnen Hochoetz. The lift tickets and vouchers offered by Bergbahnen Hochoetz, which are only valid for a specific period, as well as event tickets, constitute such services for which **the right of withdrawal is excluded** in accordance with **§ 18 (1) (10) FAGG**.

- 6.6 Furthermore, you have no right of withdrawal under the FAGG for contracts for services if Bergbahnen Hochoetz – on the basis of an express request by the visitor pursuant to § 10 FAGG and a confirmation by the visitor that they are aware of the loss of their right of withdrawal upon complete fulfillment of the contract – had already begun to perform the service before the expiry of the withdrawal period pursuant to § 11 FAGG and the service was then performed in full.

7 Sample withdrawal form:

- 7.1 If you wish to withdraw from the contract, please fill out this form and send it back:

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

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

| | Service | ordered on | Received on |
|----|---------|------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Name of 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)

8 Terms of use

- 8.1 The use of the services of Bergbahnen Hochoetz is only permitted with a valid ticket.

- 8.2 Before using the services of Bergbahnen Hochoetz, visitors must familiarize themselves with these "Bergbahnen Hochoetz Terms and Conditions," the respective conditions of carriage, the information provided at the access points to the lifts and in the valley stations, and the FIS rules. In the event of a gross violation of these regulations or failure to comply with the instructions of Bergbahnen Hochoetz employees, visitors may be denied service and/or have their lift ticket revoked without refund of the fee paid.
- 8.3 Visitors are required to present their lift ticket when using the services of Bergbahnen Hochoetz (during the entire period of validity).
- 8.4 Sports activities are only permitted on marked slopes, toboggan runs, and ski routes; designated protected areas may not be entered or used.
- 8.5 Bergbahnen Hochoetz points out that, due to weather conditions – especially in the early or late season – not all facilities or slopes may be open at all times. Such closures are primarily for the safety of visitors (e.g., avalanche danger, storms, etc.). Due to such restrictions on the services offered by the Hochoetz mountain railways, there is no entitlement to a (proportional) refund, extension, or postponement of the ticket's validity period.
- 8.6 Bergbahnen Hochoetz would like to point out that, due to official measures in connection with COVID-19 or other epidemic or pandemic events, there may be restrictions on the use of the services provided (e.g., "3G rule," registration requirements, capacity restrictions, etc.).
- 8.7 The operating hours must be strictly observed. After closing time, use of the Hochoetz Mountain Railways infrastructure is no longer permitted; after closing time, the Hochoetz Mountain Railways slopes are closed and entering and skiing on the slopes is prohibited; this is particularly important because grooming work (e.g., with the aid of cable winches) is then carried out and there is therefore a risk of danger to life.
- 8.8 Local validity: Unless otherwise stated in the service description of the respective lift ticket according to individual agreement or the following explanations, the lift tickets are valid in the ski and hiking area of the Bergbahnen Hochoetz.
- 8.8.1 During the winter season, lift tickets are valid in the ski area of the Hochoetz mountain railways and in the ski area of the Kühtai mountain railways.
- 8.8.2 The "Hochoetz Annual Pass" is valid in the ski and hiking area of the Kühtai mountain railways as well as in the ski and hiking area of the Hochoetz mountain railways.
- 8.8.3 The "Ötztal Season Pass" is valid in the ski areas of the other Ötztal ski areas listed above (under "2.3 "), i.e. at the Hochoetz mountain railways, Sölden mountain railways, Umhausen/Niederthai mountain railways, Obgurgl/Hochgurgl mountain railways, and Vent mountain railways – but not in the Kühtai mountain railways area.
- 8.9 Bicycles may only be taken on the lifts/cable cars of the Hochoetz mountain railways for an additional charge as stated in the price list.

- 8.10 When booking a pedestrian ticket or winter hiking ticket, winter sports equipment (skis, snowboards, sleds, bobsleds, etc.) is not permitted.

9 Special conditions for events

- 9.1 The Hochoetz mountain railways also organize events (e.g., concerts, sporting or cultural events). Admission to these events is sometimes free for lift ticket holders (etc.), and sometimes separate tickets are sold.
- 9.2 Visitors to the events must comply with any house rules, rules of conduct, and instructions that may be communicated. Failure to comply with these rules/instructions, fighting, drunkenness, drug use/possession/trafficking, littering, disturbing the peace or public decency, endangering or harassing other guests/employees/neighbors, visitors may be denied access to the event site or be asked to leave (without refund of any ticket price).
- 9.3 The production of audio, image, or film recordings for commercial purposes is not permitted.
- 9.4 If no separate fee is payable for attending an event (e.g. because lift ticket holders can attend free of charge), its cancellation, postponement, or change shall not give rise to any claims for damages or warranty claims.

10 Liability

- 10.1 Bergbahnen Hochoetz is not liable for damage caused to a visitor by the behavior of third parties if these third parties are not attributable to Bergbahnen Hochoetz or if they are not subject to its instructions.
- 10.2 The transport contract is only concluded for the use of the open facilities and routes/slopes/ski routes during the respective operating hours announced. Contractual claims against Bergbahnen Hochoetz therefore only exist for the duration of the operating hours and only for open routes/slopes/ski routes.
- 10.3 Use of the free skiing area is at your own risk and responsibility. No safety or marking measures (such as safeguards, controls, barriers, etc.) are in place in the free skiing area. Any measures taken in exceptional cases are voluntary and do not constitute any obligation on the part of Bergbahnen Hochoetz.

11 Data protection - Photocompare

- 11.1 The use of the services of Bergbahnen Hochoetz requires various processing operations in relation to visitors' personal data. For details, please refer to the Bergbahnen Hochoetz privacy policy.

- 11.2 Please note that for access control purposes, a reference photo of the visitor is taken when they first pass through a turnstile equipped with a camera. This reference photo is compared (not automatically) by the lift staff with the photos taken each time the visitor passes through a corresponding turnstile.

12 Contact

Schiregion Hochoetz Erschließungs-GmbH

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