



General Terms and Conditions

for the use of the "Eisenerzer Ramsau Cross-Country Ski Center" trails

1. General information

- 1.1. NAZ Ausbildungscampus GmbH has been operating the cross-country ski trails in Eisenerz Ramsau since the 2021/22 season. The network of trails has a total length of approx. 12.5 km and includes the "Family Trail" (blue / 5km), the "Erzberg Panorama Trail" (red / 9.2km), the "Ramsauer Almboden Trail" (black / 10.8km) and the "Lukas-Klapfer Trail" (yellow / 2.5km / homologated lap by FIS) which run across the alpine pastures of Eisenerz Ramsau. A smaller circuit can be floodlit.
- 1.2. For the issue and use of a day, multi-day or annual ticket for the cross-country ski trails (hereinafter "ticket"), the following "General Terms and Conditions" (hereinafter "GTC") between the ticket holder and NAZ Ausbildungscampus GmbH (as operator) are hereby expressly agreed.

2. Conclusion of contract

- 2.1. By purchasing the ticket and/or using one of the cross-country ski trails, the user acknowledges the following GTCs and the applicable tariffs according to the price sheet as part of the cross-country ski trail usage contract concluded with the operator.
- 2.2. The ticket is issued on site at the designated point of sale (ticket office at the trail and ticket machine). Seasonal tickets can also be purchased at the NAZ Ausbildungscampus GmbH office.
- 2.3. The ticket is non-transferable to others. The annual ticket contains the name and a serial number.
- 2.4. Without exception, tickets must be purchased before using the cross-country ski trails. The ticket must be carried when using the cross-country ski trails. The designated ticket controllers appointed by the operator are authorised to request the customer to present a ticket for each user of the cross-country ski trails. If no valid ticket can be presented, further use of the cross-country ski trails is forbidden and the ticket controllers are authorised to charge the daily price for the use of the trails and to issue corresponding cease-and-desist orders.

3. Operating and opening hours

- 3.1. In the winter season, depending on the snow conditions, the cross-country ski trails are in operation from December to mid-April. Depending on the weather and snow conditions, the periods during which the trails are in operation and therefore usable may be shortened or extended accordingly.
- 3.2. The cross-country ski trails are open daily from 09:00 to 16:00 during the season. The operator reserves the right to determine the season and the daily opening hours in deviation from these GTCs. The user cannot derive any claims whatsoever against the operator, in particular no claims for fulfillment, warranty or compensation. The roller ski run (1.8 km) is open during the summer season (opening hours and information: www.erzbergarena.at).
- 3.3. Furthermore, the operator reserves the right to close the cross-country ski trails in part or in full for organizational or technical reasons or due to weather conditions. The ticket holder cannot derive any claims whatsoever against the operator from these circumstances, in particular no claims for fulfillment, warranty or compensation.
- 3.4. If the cross-country ski trails and the scooter route cannot be used in part or in full at short notice for reasons for which the operator is not responsible, e.g. weather conditions, illness, accident, etc., this does not justify a claim for reimbursement or an extension of the period of validity. A refund or an extension of the period of validity is also excluded for holders of annual tickets if Covid measures prevent the holder from using the cross-country ski trails during the winter season.
- 3.5. The holder has no right to demand that the cross-country ski trails be covered with artificial snow or groomed.

4. Validity of the tickets

The validity period depends on the ticket type and can be found directly on the respective ticket.

5. Prices

The prices of the various tickets are announced on the homepage www.erzbergarena.at and at the ticket office and can be retrieved from there.

6. Use of the trails

- 6.1. The code of conduct published by the International Ski Federation (FIS), available at FIS Code of Conduct (skiaustria.at), apply without restriction to the entire cross-country ski trail.
- 6.2. Outside of opening hours, the use of the is prohibited without exception.
- 6.3. The user must exercise the care of a cautious and sensible cross-country skier when using the cross-country ski trail and the scooter route.
- 6.4. The weather and trail conditions must be taken into account by the user accordingly.
- 6.5. The user must observe signs and adapt his/her behavior accordingly.
- 6.6. Dogs are not permitted on the cross-country ski trail and the scooter route.

7. Liability:

The operator is only liable for direct damage caused intentionally or through gross negligence. This limitation does not apply to personal injury.

8. Miscellaneous

- 8.1. There are no verbal side agreements to these GTCs. Side agreements of any kind as well as amendments or supplements must be done in writing to be effective.
- 8.2. Austrian law shall apply.
- 8.3. If one or more clauses of these GTC is or are invalid, the operator and the user expressly agree on such legally valid clauses that come as close as possible to the economic purpose of the invalid clause. The validity of the remaining clauses shall not be affected by a legally invalid/void clause.
- 8.4. For the issue and subsequent use of the annual pass, the operator collects, stores and processes the first name, surname, place of residence and period of validity of the holder's annual pass ("personal data"). The personal data is required for the verification of the authorized users and for the pursuit of any claims of the operator and thus in accordance with art. 8 para.3 Z DSG 2000 and with art. 6 para. 1 lit b GDPR for the fulfillment of the contract. In order to process any reciprocal liability claims, the personal data will be stored for three years from the respective end of the validity period and then deleted.