

General terms and conditions of the Salzburg Super Ski Card (as of July, 12, 2010)

Welcome to the website and online shop of the Salzburg Super Ski Card, represented by the Schmittenhöhebahn AG, Schmittenstrasse 119, 5700 Zell am See, Austria, Tel. +43(0)6542/789-0. These are the General Terms and Conditions of the Salzburg Super Ski Card (hereinafter: "GTC").

These GTC regulate the contractual relationship between the partners of the Salzburg Super Ski Card and the natural and legal persons who use the services of the Salzburg Super Ski Card (hereinafter "users"). The GTC concern the use of the website www.salzburgsuperskicard.com as well as all subdomains belonging to this domain (hereinafter together "Salzburg Super Ski Card website"). They then apply when you make use of the Salzburg Super Ski Card Website or parts of it via other websites which enable partial or full access to the Salzburg Super Ski Card website.

General terms

The electronic marketplace of the Salzburg Super Ski Card is a marketplace on which ski passes (season passes) can be purchased by users. The Schmittenhöhebahn AG, as the representative of the cableway and lift companies participating in the Salzburg Super Ski Card, is not a contracting party itself of the contracts concluded exclusively between the users of this marketplace and the individual service providers. The Schmittenhöhebahn AG acts as a service conveyor. The fulfillment of these contracts concluded via the Salzburg Super Ski Card website also ensues exclusively between the user and the service provider.

Special terms for electronic orders:

An order can only be processed when all of the mandatory information is **entered completely and correctly** in the booking window. The customer is responsible for the correct entry of the data and acknowledges the fact that the order will not be successful if the information is entered improperly.

Conclusion of contract: The customer acknowledges the fact that once he has accepted the General Terms and Conditions and has pressed the "Send Order" button, the order can no longer be cancelled or rescinded.

Use of service booked: The service booked can be made use of upon receipt of the data carrier – at the earliest as of Nov. 6, 2010 or once the lifts of the participating ski resorts assume operation (at or after Nov. 6, 2010). The postal delivery time must be taken into consideration (normally 3 workdays in Austria). We shall not be held responsible for postal deliveries lost in transit.

Complaints are to be addressed only to the sales offices of one of the participating ski resorts. The hotline number (+43(0)6542/789-211) can be called daily between the hours of 8 am and 4:30 pm for problems concerning ordering or delivery as well as for any other difficulties.

Data processing: The customer gives his explicit consent for the data he entered during the ordering process for the purpose of carrying out the order and payment to be forwarded to the databank of the Salzburg Super Ski Card and to be stored, processed and transmitted.

The customer has the opportunity to create a safe connection (SSL) for the transmission of data on his side. On the part of the participating company, at least the transmission of the data necessary to handle the payment is carried out via safe data lines at any rate.

All companies participating in the ordering process are subject to the secrecy of telecommunications and the obligations of secrecy of the data protection act.

Jurisdiction/proper law: The stipulated place of jurisdiction for disputes arising from this contractual relationship is Zell am See in so far as it does not conflict with the imperative legal

provisions. Austrian law exclusively is to be applied to disputes arising from this contractual relationship.

Consumers: These General Terms and Conditions of Business and Delivery shall apply with regard to legal transactions with consumers in terms of the Austrian Consumer Protection Act in so far as they do not contradict the imperative terms of the Consumer Protection Act to be applied. If need be, ineffective terms will not become completely invalid, but are to be restricted to the still valid contents which come closest to them.

In accordance with § 5e of the Consumer Protection Act, consumers are, above all, entitled to withdraw from contracts concluded with us by way of telesales (i.e. contracts concluded via e-mail, telefax, the Internet, etc.) in keeping with a period of seven workdays (excluding Saturday) if one of the exceptions to the right of rescission in accordance with § 5f of the Consumer Protection Act does not apply. The rescission must be made in writing in order to be effective and is to be addressed to the Salzburg Super Ski Card, represented by the Schmitenhöhebahn AG, Schmittenstraße 119, 5700 Zell am See, Austria (<http://www.schmitten.at/de/html/impressum.htm>). Posting in good time suffices. With regard to resettlement in the event of rescission of contract, the customer must defer the service received and pay the Salzburg Super Ski Card an appropriate amount for its use. Concurrently, the Salzburg Super Ski Card must refund any payment possibly made. The cost of the return is to be borne by the consumer.

Information about the Salzburg Super Ski Card

Winter 10/11

Duration of season: Nov. 6, 2010 – May 1, 2010

In very small ski areas and/or at many practice lifts the Salzburg Super Ski Card (subsequently referred to as SSSC) is not available and/or is not valid.

Temporal scope of validity: The SSSC is valid during the respective operating times of the ski resorts mentioned. In the event of technical difficulties, storms and special weather conditions, lack of snow, etc, and imminent overcrowding, the ski areas reserve the right to close or limit the facilities/slopes or to stop the sales of ski passes. No claims to refunds, replacement or extension of ski passes exist in these cases.

Expiration of validity: Unused days of skiing lose their validity and will not be refunded, replaced or credited.

Transferability and exchanges: The SSSC is only issued to one person and is non-transferable. It is not possible to postpone or extend its validity.

Changing ski resorts: Entering a ski area means that one day will be deducted from the period of validity. Changing to another ski area during this day is possible.

Hands-free access with the KeyCard: Do not enter a ski area with two valid passes – otherwise a day will be deducted from each ticket.

Loss of ski passes/season passes/flexible passes: Lost day ski passes will not be replaced. Loss of a season pass or a 10-day flexible pass can be reported to one of the sales offices. Upon proof of ID the season pass or 10-day flexible pass will be stopped and a replacement pass issued upon payment of a processing fee of €10 and no earlier than one day after the loss was reported. Every owner has to keep his ticket safe, that the access for a third-party is denied. No refund for forgotten SSSC.

Refunds: Refunds are only possible in the event of ski accidents/injuries. The SSSC and a medical certificate of a local doctor are to be submitted immediately.

Information concerning refund of season passes: Upon expiration of 9 (nine) weeks after the day of purchase, refunds will no longer be issued regardless of the actual use.

Night skiing: The night skiing and evening offers (e.g. tobogganing) available in several ski resorts are not included in the price of a SSSC.

Ski bus: Free use of the ski bus with the SSSC according to the terms of the ski resort.

Misuse of card: Any kind of misuse of the SSSC, including use by a third party, will be punished. The result: Confiscation of the SSSC without compensation and a charge of a fine determined by the conditions laid down by the ski resort (min. of €40) as well as the price of a day ticket for the respective ski resort. Subject to charges.

General terms of transport: The general terms of transport for the respectively used lift facilities are posted and binding for everyone. The orders of the operating staff are to be complied with to avoid endangering third parties. Passes will be revoked in the event of noncompliance.

Photo requirement/Privacy protection: By purchasing a ski pass under a specific name (season tickets/flexible passes), the card holder implicitly agrees to automated registration of personal data. The customer understands and agrees that such information is electronically compiled in order to monitor for card misuse, as well as for the purpose of customer service. As soon as this information is no longer required, and no later than three years after the last customer contact, it will be deleted. By purchasing the ski pass, the card holder consents to a photo being taken, stored and utilized at card-issuing points and entrances for control purposes, in order to avoid misuse of passes. If the pass is used in accordance with contractual conditions, such data will be deleted upon expiration of the ski pass.

Regulation for small children: The special rate and transport terms apply to small children (born in or after 2005) depending on the conditions specific to the region and ski resort.

Family bonus: If season passes are purchased for the two oldest children (children born 1995 – 2004 and teens born 1992 - 1994) at the same time, a family receives free season passes for each additional younger child in the family (children born in or after 1992). Presentation of confirmation of family benefits from the tax office (Austria) or proof of child benefits (Germany) is required.

The individual services which this card entitles you to are rendered by legally independent companies. The company which sells the card is only acting as the representative of the other companies. Therefore, only the respective company shall be held liable for the rendering of the individual services and for compensation in the event of possible incidents.

Please note: Data exchanges takes place between all SSSC-partners.

The entire team at the Salzburg Super Ski Card resorts as well as the info hotline staff (+43/(0)6542/789-211) will be happy to provide you with more information.

www.salzburgsuperskicard.com