



## **General Terms and Conditions for the Use of the Cross-country skiing trails**

### **“Römerloipe including Sportloipe” in Bad Kleinkirchheim**

#### **A. General:**

The cross-country ski network in the municipality of Bad Kleinkirchheim consists of the “Römerloipe” and the “Sportloipe” and has a total length of 10.5 km. It runs around the sports arena and across the golf course. For 2 km, the track is equipped with floodlights.

#### **B. The following general terms and conditions (hereinafter referred to as the "GTC") apply to the use of the ski tracks:**

##### **1. Ticket:**

1.1. The use of the ski tracks in the municipality of Bad Kleinkirchheim is subject to a fee and is only permitted (without exception) after purchasing a ticket. Day, week, or season tickets are available (hereinafter referred to as "ticket").

1.2. Tickets are available exclusively at the TVB, at designated sales points (Intersport RENT/Skischule Krainer at the Kaiserburg valley station), and at the ski track vending machines (track entrance at Römerbad car park and sports arena).

1.3. Tickets are not transferable to other persons. If a ticket is transferred, it becomes void, and both the person transferring the ticket and the person using the ticket must pay three times the amount of a day ticket. The unauthorized ticket transfer will result in immediate confiscation without compensation.

1.4. Tickets must be carried when using the cross-country ski track and must be shown to the control staff upon request.

1.5. If no valid ticket is shown to the control staff, the control staff is authorized to demand three times the amount of a day ticket from the unauthorized user. If the user pays this amount, they will

also receive a day ticket and can continue using the track. If the user does not pay, further use of the track on that day is prohibited, even if a day ticket is purchased later.

1.6. Ticket prices are published on the website of the municipality of Bad Kleinkirchheim at [www.badkleinkirchheim.at](http://www.badkleinkirchheim.at) and can be accessed there.

## 2. Operating Hours:

2.1. The cross-country ski tracks are usually in operation from December to March of the following year, depending on snow conditions.

2.2. The Römerloipe is equipped with a floodlight system over a length of approximately 2 km and is illuminated on Wednesdays, Fridays, and Saturdays, as well as daily during Christmas and semester holidays from dusk until 8:00 pm.

2.3. The operator reserves the right to set seasonal and daily operating hours differently from those stated in 2.1. and 2.2. of this agreement. It is solely the operator's decision to close the cross-country ski track in whole or in part for organizational, technical, weather-related reasons, due to government regulations/measures, or for any other reasons.

The user cannot make any claims against the operator in such cases, especially not for performance, warranty, or compensation. Likewise, no part of the ticket costs can be refunded.

## 3. Cross-country skiing trails:

3.1. The tracks are exclusively for cross-country skiing. Bringing dogs onto the track is prohibited. Walking on the track is prohibited. The international ski federation (FIS) guidelines, available at [www.badkleinkirchheim.at](http://www.badkleinkirchheim.at), apply unconditionally to all cross-country ski tracks.

3.2. The user has no legal claim that the tracks will be snowed or groomed. Therefore, the user has no legal claim to a particular condition of the tracks.

3.3. It is the user's responsibility to assess whether, based on their ability, they can safely use the track under the given weather, snow, and track conditions, for themselves and others. The user must exercise the care of a cautious and reasonable cross-country skier when using the track.

3.4. The user must observe the signs.

3.5. The use of the track is at the user's own risk. Any liability of the operator for damage or injury caused by the condition of the track, improper use, or for any other reason, unless caused intentionally or through gross negligence, is excluded.

#### 4. Miscellaneous:

4.1. Sales points are not authorized to make any side agreements (verbal or written).

4.2. Austrian law applies.

4.3. If one or more provisions of these GTC are void, legally effective provisions shall apply between the operator and the user that most closely match the economic purpose of the invalid provision. The validity of the remaining provisions shall not be affected by an invalid provision.

4.4. For the issuance and subsequent use of tickets, the Tourism Association of Bad Kleinkirchheim, on behalf of the operator, collects, stores, and processes the first name, last name, email address, and ticket validity period of the user ("personal data"). Personal data is required to verify the user's eligibility to use the track and to pursue any claims of the operator, and is therefore necessary for contract fulfillment according to § 8 para. 3 DSG 2000 and Art. 6 para. 1 lit. b GDPR. Personal data will be stored for 3 years from the respective end of the ticket validity period and then deleted for processing potential mutual liability claims.