

General Terms and Conditions for the 3-Country Card ("3LC Terms and Conditions")

1. Scope

- 1.1. Visitors to the Nauders – Reschensee region (hereinafter referred to as "Visitors" or 'Guests') are entitled to purchase the 3-Country Card (hereinafter referred to as '3LC') for a fee at the applicable price.
- 1.2. The 3LC entitles guests in the Nauders – Reschensee region to use a limited number of services across borders (Austria, Italy, Switzerland) provided by various service providers (hereinafter referred to as 'service providers'), for example on local and regional public transport (ÖPNRV), at cable car companies or other facilities (e.g. swimming pools, museums). The scope of services is set out in **Appendix .A**. Currently, the 3LC is only available for the respective summer season as the '3-Ländercard' and the '3-Ländercard Bike'. In the case of the latter, bicycle transport is included with certain service providers (see point 4.5 below).
- 1.3. The 3LC is sold by various companies (e.g. mountain railway operators) or institutions (hereinafter referred to as 'sales outlets'). Sales are conducted either in the sales outlet's own name or by a third party in the name and on behalf of a sales outlet.
- 1.4. The guest therefore enters into a contract of sale for the purchase of the 3LC with the respective sales outlet from which they obtain the 3LC or on whose behalf the 3LC is sold. The individual sales outlets are listed in **Appendix .B**.
- 1.5. These General Terms and Conditions (hereinafter referred to as 'GTC') apply, in the version valid at the time of purchase, to the purchase of the 3LC on-site at the respective sales outlets as well as to purchases via the relevant online shops.
- 1.6. In the case of an online purchase, additional terms and conditions of the point of sale may also apply. In the event of any conflict between the

terms and conditions of the respective point of sale and these General Terms and Conditions, these General Terms and Conditions shall take precedence in relation to the purchase of the 3LC.

- 1.7. These General Terms and Conditions do not apply to the specific provision of services (e.g. transport by cable car or on public transport) by individual service providers. The terms and conditions of the respective service providers (e.g. cable car operators, bus companies, swimming pool operators, etc.) apply exclusively to the specific provision of services.

2. Contractual Partner

- 2.1. The guest's contractual partner when purchasing the 3LC is exclusively the point of sale at which the guest purchases the 3LC or on whose behalf the 3LC is sold (all points of sale are listed in **Appendix ./B**).
- 2.2. The guest therefore concludes a contract of sale for the purchase of the 3LC with only one sales outlet at any one time. Sales outlets not involved in the purchase do not become contractual partners of the guest.

3. Concessions

- 3.1. Eligibility for discounted fares (e.g. for senior citizens or people with physical disabilities) must generally be proven by means of an official identity document.
- 3.2. Children up to the age of 6 do not require their own 3LC to use 3LC services, provided they are accompanied by a parent or grandparent who holds a valid 3LC for the relevant service (e.g. a mountain railway ascent).

4. Scope of services

- 4.1. The 3LC entitles the holder to use the services listed in **Appendix ./A** free of charge, although individual services may only be used a limited number of times (e.g. only a limited number of cable car journeys).
- 4.2. The terms and conditions of the respective service providers apply to the provision of the services to which the 3LC entitles the holder. They may impose restrictions on the use of services, such as limited

the carriage of bicycles on public transport or the carriage of dogs (prohibition or separate charge).

- 4.3. Similarly – irrespective of the 3LC's period of validity – either the terms and conditions of individual service providers or external circumstances may result in operating hours being shortened or facilities being closed. This is the case, for example, during necessary maintenance of mountain railways, in the event of technical faults, adverse weather conditions (e.g. storms), repairs, etc.
- 4.4. The shortening of operating hours by individual service providers or the closure of individual facilities does not entitle the holder to a pro-rata refund of the purchase price for the 3LC or to withdraw from the purchase contract.
- 4.5. The transport of bicycles is included free of charge in the '3-Ländercard Bike' with certain service providers, as set out in **Appendix .I/A**. The guest acknowledges that, even with the '3-Ländercard Bike', there may be restrictions or prohibitions on taking bicycles with certain service providers (e.g. on public transport).
- 4.6. With the '3-Ländercard', there is a charge for carrying bicycles, provided this is permitted under the service provider's terms and conditions.
- 4.7. The respective opening hours and service times (start of season, end of season, closure periods, timetables) are determined independently by the service providers.

5. Validity

- 5.1. The 3LC is only available during the summer season. The exact dates of the respective summer seasons are adjusted annually.
- 5.2. The 3LC can be purchased for a validity period of several consecutive calendar days, up to a maximum of 7 (seven) days, to be used at your convenience within the summer season. The validity period depends on the specific offer.
- 5.3. The first day of the validity period is the day on which the 3LC is first used (regardless of the time of day).
- 5.4. It is not possible to extend the validity period. It is not possible to postpone the validity period after first use.

6. Purchasing the 3LC

- 6.1. The 3LC can be purchased online or in person at the relevant sales point or from third parties authorised to sell it.
- 6.2. The 3LC is issued on a data carrier (keycard), for which a deposit is charged; this deposit is refunded upon return of the undamaged card.
- 6.3. Purchases made via the online shop are subject to the terms and conditions applicable to online purchases. You will normally receive an automated confirmation of your purchase by email. The physical keycard can be collected from a till at the relevant sales outlet or from a self-service machine upon presentation of this confirmation. No physical 3LC will be issued without this confirmation.
- 6.4. When making an online purchase via a sales outlet that also acts as a service provider, it is possible to enter the serial number of an existing keycard onto which the 3LC will then be loaded. However, the 3LC will only be activated on the keycard once the keycard is used at a turnstile at the point of sale where the ticket was purchased online. Therefore, in such cases, it is necessary to use the 3LC for the first time at the relevant point of sale in order to activate it.

7. Checks, misuse and data protection

- 7.1. The 3LC must be presented when using services.
- 7.2. The 3LC is not transferable to other persons.
- 7.3. The validity of a 3LC must be checked when using an included service. Entry checks are carried out by service providers in the region. Personal data may be processed in the course of these checks. Further details on data protection can be found in point 11 below.
- 7.4. The guest is obliged to present the 3LC together with a valid form of identification when checked by staff of an individual service provider.

- 7.5. Any attempted or actual misuse of the 3LC will result in its immediate withdrawal without compensation and the suspension of the 3LC, without any entitlement to a replacement or refund.
- 7.6. Misuse includes, in particular, (i) passing the 3LC on to third parties, whether for a fee or free of charge, for further use,
(ii) the acquisition of the 3LC by providing incorrect details (first name, surname, age); or (iii) the presentation of false confirmations.

8. Exchange, loss, damage

- 8.1. The 3LC may only be exchanged if the card has not yet been activated through use. Exchanges may only be made at the point of sale where the 3LC was purchased. This requires the presentation of the receipt. Furthermore, an exchange is only possible for another card offered by the respective point of sale. No refund of the purchase price will be given. Acceptance of a return is at the discretion of the relevant point of sale. There is no legal entitlement to an exchange.
- 8.2. A replacement card for a lost 3LC will only be issued if the customer presents a photograph of the 3LC, on which the card number is clearly visible, at a physical point of sale. Replacement cards will only be issued at the point of sale where the lost 3LC was originally purchased. The point of sale is entitled to charge a handling fee.
- 8.3. The same applies to the replacement of damaged cards.

9. Refunds

- 9.1. Guests acknowledge that certain services may be available only to a limited extent or not at all (see points 4.3 and 4.4 above).
- 9.2. However, a (pro rata) refund of the purchase price of the 3LC will only be granted if the 3LC becomes completely unusable.

- 9.3. In the event of force majeure, official orders or other unforeseen circumstances for which the service providers are not responsible, a refund is excluded even if the card becomes completely unusable.
- 9.4. In the event of injury or death of the guest, a claim for a refund shall arise in accordance with the following conditions:
- 9.4.1. The injury or death occurred whilst using the 3LC.
- 9.4.2. A refund will be granted only to the person affected by the injury or death and only on a pro rata basis for the days of the 3LC's validity period that have not yet been used. No refunds will be granted to fellow travellers of the affected guest.
- 9.4.3. A refund must be applied for at the point of sale where the 3LC was purchased, no later than 15 (fifteen) days from the event that restricted its usability, upon presentation of the 3LC and a medical certificate.
- 9.4.4. In the event of injury, a refund will only be granted if the circumstances are so serious that use of the 3LC is impossible. This assessment is at the discretion of the relevant point of sale.
- 9.4.5. The date on the medical certificate shall determine the last day of validity of the 3LC.

10. Warranty and Liability

- 10.1. By selling the 3LC, the guest's respective contractual partner does not guarantee the specific availability of the individual services included. The restrictions set out in sections 4.3 and 4.4 apply.
- 10.2. The respective service provider is solely responsible for the fault-free provision of individual services and for the fulfilment of any other claims (warranty, liability, etc.).
- 10.3. The guest's respective contractual partner shall not be liable for the provision of the services included in the 3LC and/or for any damages that may result therefrom, unless they are the service provider themselves.

11. Data protection

- 11.1. No personal data is processed in connection with the purchase of the 3LC.

12. Other Provisions

- 12.1. There are no verbal side agreements to these 3LC Terms and Conditions. Side agreements of any kind, amendments or additions must be in writing to be valid. This also applies to any waiver of this written form requirement.
- 12.2. For all disputes arising from legal transactions governed by these 3LC Terms and Conditions, Austrian substantive law shall apply, to the exclusion of Austrian private international law.
- 12.3. If the guest is a business or a consumer resident outside the scope of the Brussels I Regulation or the Lugano Convention (i.e. all countries except the EU Member States, Switzerland, Norway, Liechtenstein and Iceland), the court with subject-matter and territorial jurisdiction at the registered office of the selling outlet shall be agreed as the court with exclusive jurisdiction for all legal disputes arising from or in connection with these 3LC Terms and Conditions.
- 12.4. Where the guest is a consumer resident within the EU or within the scope of the Lugano Convention, the statutory provisions on jurisdiction shall apply.
- 12.5. All rights and obligations arising from these General Terms and Conditions shall pass to any legal successors of the sales outlets.

Services provided by the companies included in the 3LC

1. EIGHT MOUNTAIN RAILWAYS

- Nauders Mountain Railways: Mutzkopf double chairlift, Bergkastelbahn gondola lift, Zirnbahn chairlift at Bergkastel, Goldseebahn chairlift, Lärchenhang 2
- Haideralm Mountain Railway (gondola lift)
- Schöneben Mountain Railway (gondola lift)
- Scuol Mountain Railway (gondola lift)

2. FREE USE OF BUS ROUTE 273 LANDECK – MALS (A-IT),

- Bicycle transport subject to availability and limited capacity; subject to a charge

3. FREE USE OF BUS ROUTES IN (CH) NAUDERS – SUCOL/SAMNAUN AND MALS MÜSTAIR

- Bicycle transport is only available to a limited extent, subject to availability, and is subject to a charge

4. FREE ENTRY TO ALTFINSTERMÜNZ ADVENTURE CASTLE

5. FREE ENTRY TO THE MARIENBERG MONASTERY MUSEUM

6. FREE GUIDED TOUR OF THE ETSCH SOURCE BUNKER IN RESCHEN

7. FREE GUIDED TOUR AT THE VINSCHGER OBERLAND MUSEUM IN GRAUN ON THE HISTORY OF THE TOWER ON LAKE RESCHEN

8. KAUNERTAL GLACIER

- Discount on the Kaunertal Glacier Panorama Road
- Discount on the gondola lift currently in operation: Karlesjochbahn or Falginjochbahn

Sales outlets

1) Sales outlets of Schöneben AG, Altdorfstrasse 39, I-39027 RESCHEN

- a) Ticket office at the valley station of the Piz-Schöneben cable car, Altdorfstraße 39
39027 Reschen (BZ)
- b) Ticket office at the valley station of the Haideralm cable car,
Kirchgasse 28
39027 St. Valentin a. d. Haide (BZ)
- c) Schöneben AG online shop
Schöneben AG headquarters:
Altdorfstraße 39
39027 Reschen (BZ)

2) Nauderer Bergbahnen AG ticket offices, 6543 Nauders

- a) Ticket office at the Bergkastelbahn valley station, Nauderer Bergbahnen AG
6543 Nauders
- b) Ticket office at the Mutzkopfbahn valley station, Nauderer Bergbahnen AG, 6543 Nauders
- c) Village ticket office, Nauders Mountain Railways, Nauderer Bergbahnen AG
6543 Nauders
- d) Online Shop
Nauderer Bergbahnen AG 6543
Nauders

3) Sales office of Touristik & Freizeit GmbH, Prämajur 52, 39024 Mals

- a) Watles valley station, Schlinig 52
39020 Schlinig (BZ)