



General Business Terms and Conditions (GTC)

WEBSHOP JENNERBAHN

The following general business terms and conditions (GTC) are applicable to all contractual agreements concerning the acquisition of products and services of the web shop on the homepage www.jennerbahn.de.

1) General:

The contract is formed between the web shop user (henceforth “customer”) and the Berchtesgadener Bergbahn AG (henceforth: BBAG), Jennerbahnstraße 18, 83471 Schönau a. Königssee.

Provisions deviating from the present GTC are applicable only if both parties have expressly consented and drawn up a written agreement. In order to purchase our products, it is required that the customer is at least 18 years old.

With the purchase of a ticket, the customer agrees to the following GTC and the cable car conditions of carriage of the BBAG.

2) Contract closing, payment and delivery:

The products and services offered on the website www.jennerbahn.de constitute an unbinding and non-obligatory offer of purchase. By ordering a product or a service online, a legally binding purchase contract is formed. After the payment of the remuneration – owed due to the formed purchase contract – is received, the purchased products and/or services are delivered via email (via mail if the product is tangible) to the customer. Tickets purchased on the web shop are only valid after the full payment of the purchase price is made. The purchased tickets can be printed out by the customer and/or saved on the smartphone. Tickets purchased online cannot be delivered via postal service.

In addition to the here specified general terms and conditions, the conditions of carriage of the cable car displayed at the stations of the BBAG (and available upon request) form an integral part of the contract. The conditions of carriage of the cable car are displayed at the stations (at the ticket counters) of the Jennerbahn.

The client is obliged to completely and correctly provide the necessary and required information when forming the contract. The customer is held liable for all expenses and damages incurring to the BBAG as a result of false, incomplete or unclear declarations made by the customer.

3) Prices:

The prices according to the current valid price list and according to the labelling of products and services shall always apply.

4) Tickets:

Please note that the tickets delivered to the customer by BBAG feature a forgery-proof QR code. As the customer can print the ticket himself, several prints can be made. However, only one print is value-relevant and redeemable. By entering the turnstile, the ticket with the corresponding service will be redeemed. After the first entry and thus the redemption of the ticket, a return or exchange of the ticket is no longer possible. The ticket first redeemed is considered to be the original. The presentation of more copies with the same QR code will be considered a misuse which will result in criminal charges.

Since the ticket can be passed on and given away as a gift, the BBAG is under no obligation nor it is possible to verify the ownership of the ticket holder.

Lost tickets cannot be replaced. Furthermore, tickets purchased online cannot be returned for cash disbursement. If, for any reason, the BBAG should not be able to render the service indicated on your ticket, the ticket expires without giving rise to damage claims.

Please note that buying a ticket for winter sports cards possibly includes the additional payment of a KeyCard deposit fee of € 3,00 (not included in the price of the card). The customer is required to exchange the purchased winter sports card ticket for a touch-free ticket at the local counter.

5) Payment options:

All online orders can only be executed if the payment is made by credit card.

6) Validity period of tickets purchased online:

Tickets purchased online for the pure cable car trip are valid 365 days after the completion of the sales transaction. Consequently, the tickets must be redeemed by the customer within 365 days. After the term of 365 consecutive days has expired, tickets lose their validity and cannot be replaced, re-credited or exchanged by the BBAG. Tickets purchased online for skiing days are valid to the end of the actual winter season. Every ticket can only be redeemed once, in accordance with the booked service. This is insured by a QR code printed on the ticket.

7) Cash disbursement, invoice:

Tickets purchased online cannot be disbursed in cash. The ticket fee includes Value Added Tax (VAT). An invoice according to the Value Added Tax law with the corresponding tax statement is issued and immediately sent to you when the purchase transaction is concluded.

8) Data protection:

The security of your data is dear to us!

The customer of the web shop agrees that all personal data provided by him will be used by the BBAG to fulfil legal requirements and to process the payment transactions.

For information regarding data protection, see also the Data Protection Declaration of the BBAG (www.jennerbahn.de).

We give data to and take data from our web shop provider Axess AG Austria, based in Salzburg. For the Data Protection Declaration of Axess AG, follow this link: <http://www.teamaxess.com/de/nutzungsbedingungen>

For further information please contact us via email: rasp@jennerbahn.de or call +49(0)8652 9581-0.

9) Exchange, right to withdraw:

Tickets that do not meet your expectations can be sent back to us at your own expense, within four days after the conclusion of the sales agreement. The written declaration of

withdrawal/(revocation) needs to be delivered within four days to the BBAG. The right to withdraw expires if the customer has already made use of the service during the withdrawal period.

Tangible products as well as products without a validity contractually agreed upon can be returned within 14 days in original packaging and with original invoice to the BBAG. It is required that the written declaration of withdrawal/(revocation) is delivered within four days to the BBAG. The right to withdraw expires if the product has already been used or if it shows traces of use or any other kind of damage.

The right to withdraw applies only to customers who qualify as consumers. If the products or services are lost, stolen or lose value, no recompense can be made by the BBAG.

10) Place of jurisdiction:

For all disputes arising from or in relation to this contractual relationship, German law applies exclusively. The place of jurisdiction is Schönau a. Königssee.

BERCHTESGADENER BERGBAHN AG

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