

GENERAL TERMS AND CONDITIONS

General Terms and Conditions for Usage of the LandingBag

1. Scope of Application

The present General Terms and Conditions apply for usage of the LandingBag operated by the company Waldbahn GmbH & Co OG, Serfaus-Fiss-Ladis (hereafter referred to as: „Operator“) by its respective user of the LandingBag (hereafter referred to as: „User“) in their respective version at the time of signing the contract. Any other conflicting General Terms and Conditions of the User are not recognised by the Organiser.

2. Contracting Parties

The contracting party of the User is the company

Waldbahn GmbH & Co OG, Serfaus-Fiss-Ladis
Fisser Strasse 50
6533 Fiss

CRN: 261000 z, Regional Court Innsbruck
VAT No. [UID]: ATU61642137

Director: Fisser-Bergbahnen-Gesellschaft m.b.H. together with Seilbahn Komperdell Gesellschaft m.b.H.

Telephone: +43/5476/53077-20

Email: bikeschule@bikepark-sfl.at

3. Exclusion from Using the LandingBag by the Organiser

The Operator is entitled to exclude the User from using the LandingBag and to terminate the Contract effective immediately if the User, despite a warning by the Operator, substantially disturbs the operation and/or the usage of the LandingBag, needlessly endangers other users or him/herself or behaves in violation of the contract to an extent that justifies the immediate termination of the contract. In this case, a refund of the sum already paid by the User is excluded and the Organiser is entitled to payment of the total agreed-upon sum.

4. Liability of the Operator, Limitation of Liability

The Operator is not liable in any way for damages which the User inflicts to him/herself, to lent equipment or to other individuals or which are inflicted upon him/her during the agreed-upon service.

Using the LandingBag is a high-risk sport that can lead to severe injuries of the User, other users or other individuals in the vicinity of the LandingBag. Unfavourable weather conditions such as rain, snow, fog or dust can make using the LandingBag even more difficult.

Regardless of difficulty level, using the LandingBag is very demanding for the equipment as well as the User's physical fitness and riding technique. Therefore, every User is urged to - 2 -
- only use the LandingBag with properly serviced sports equipment and the usual/mandatory safety equipment as well as to realistically assess his/her own capabilities.

Usage of the LandingBag under the influence of alcohol or drugs is forbidden.

As mountain biking is a high-risk sport, accidents and damages can never be ruled out completely, especially when using the LandingBag; therefore the following applies when using the LandingBag:

With the exception of personal injuries, the Operator is not liable for damages, insofar as those damage are not caused by deliberate or grossly negligent behaviour of the Operator, his/her legal representatives or agents and the behaviour causing the damages does not relate to the Operator's main obligations of the concluded contract. This exclusion of liability does not apply to completely unforeseeable or atypical damages which the User could not have anticipated.

5. Privacy Policy [only if the data of the user are electronically processed]

The Operator only collects personal data necessary to fulfil and process the contract. Therefore, the data is processed on the legal basis of Art. 6 Par. 1 lit. b) of the General Data Protection Regulation [DSGVO] (contract performance). Responsible for data processing:

Waldbahn GmbH & Co OG, Serfaus-Fiss-Ladis
Fisser Strasse 50
6533 Fiss
+43/5476/53077-20
datenschutz@serfaus-fiss-ladis.at

Pursuant to the General Data Protection Regulation [DSGVO], being an affected party, the User has the right to be informed about his/her personal data saved by the Organiser, its origin and its recipient as well as about the purpose of processing his/her data. Furthermore, he/she has the right to correction and to transferring the data as well as to withdraw his/her consent, the right to objection, to limitation of processing of his/her data as well as to suspend or delete wrong or unlawfully processed data.

The User has the right to withdraw his/her consent to use his/her personal data.

If the User believes that processing his/her personal data by the Operator violates the current data protection law or that his/her data protection rights have been violated in any other manner, he/she can file a complaint with the relevant supervisory authority. In Austria, the Austrian Data Protection Authority is the relevant authority for this matter.

The protection of personal data is guaranteed by virtue of appropriate organisational and technical measures. These measures particularly concern the protection from forbidden, unlawful or accidental access, processing, loss, usage and manipulation.

However, the Operator is not liable for disclosing of information due to a mistake not caused by the Operator during data transmission and/or unauthorised access by third parties (e.g. hacker attack etc.).

In order to fulfil the contractual obligations, it may be necessary to transmit the User's data to third parties. Such data transmission follows the provisions set forth in the General Data Protection Regulation [DSGVO].

The data is only stored as long as it is necessary in order to fulfil the contractual or statutory obligations and to avoid possible liability claims

6. Consent to Use Photo and Video Material

The Operator may publish any photo and video material (especially photos, videos, interviews with participants etc.) created during usage of the LandingBag in any form and in any media. The User gives his/her consent to publishing of such photo and video material and to processing of his/her personal data without demanding any payment whatsoever.

7. Place of Performance and Place of Jurisdiction

If the User is an entrepreneur within the meaning of Art. 1 Par. 1 No. 1 Austrian Consumer Protection Act [KSchG], it is agreed that the court with the exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship with the Operator is the court at the Operator's business location.

The place of performance for deliveries, services and payments is the Operator's business location.

8. Applicable Law

The agreed-upon applicable law is Austrian law under exclusion of the UN Convention on Contracts for the International Sale of Goods. For consumers whose habitual residence is not in Austria, their national mandatory consumer law provisions apply if they are more beneficiary to the consumer than the respective provisions of Austrian law.