

### § 1 Scope of application

(1) The General Terms and Conditions of Transport, which are published on a notice board, apply to the transport of persons and goods and to stays on the premises of BAYERISCHE ZUGSPITZBAHN Bergbahn AG (hereinafter referred to as "BZB"), insofar as transport by gondola lifts, chairlifts and/or drag lifts is concerned. This includes the cableway/drag lift routes, track systems, stations, waiting rooms, platforms and their accesses.

(2) Insofar as BZB is liable for hiking trails, via ferratas, downhill runs, toboggan runs, etc. in accordance with the principles of traffic safety obligations or for other reasons, reference is made to Section 9. The user decides on their use on his own responsibility in free assessment of his personal ability; reference is made to the general legal provisions as well as to the internationally established rules of conduct (e.g. FIS rules of conduct for skiers and snowboarders) and the DSV tips. Slope and trail markings must be observed for everyone's benefit. The obligation to maintain traffic safety on ski slopes ends with the last ski slope control run (time as posted). After that, the slopes are closed. Reference is made to the consequences described in more detail in Section 5.

### § 2 Order and safety

(1) General provisions:

1. Signs regulating the behaviour of passengers are binding (also on the slopes and the toboggan runs).
2. Instructions given by the railway staff to carry out operations, to maintain peace, safety and order within the railway facilities, in railway traffic, on the slopes and toboggan runs must be followed immediately.
3. Unless otherwise instructed by railroad personnel, it is not permitted,
  - a) to enter railroad facilities and spaces in stations not open to the general public or passengers for their intended purpose.
  - b) to damage or contaminate the systems, operating facilities and transportation equipment, to create obstacles, to set the railway or transportation equipment in motion without authorization, to operate the equipment serving the operation or the prevention of accidents, to carry out other operations disruptive or operationally endangering actions or to climb the supports/poles. For the removal of impurities and obstacles, the costs are to be paid by the polluter, provided that he/she is responsible for the impurities and/or obstacles.
  - c) to get on and off the vehicle/carrier at places and on the side of the vehicles/carriers other than those designated for this purpose.
  - d) to leave the vehicles/carriers outside the stations, even in case of malfunction.
  - e) to smoke in the stations, vehicles/carriers and during transport.
  - f) to keep objects out of the vehicles/carriers or outside the lift route, to throw objects during travel, as well as to push off from the supports of the lifts.
4. After completing the journey, the transport vehicles/transport carriers and the exit points must be left quickly in the indicated direction.
5. Carried sports equipment must not endanger the safety of passengers.

**(2) Special provisions for carriage by gondola lifts:**

If the doors in gondola lifts are not opened or closed automatically, doors in gondola lifts and on the boarding platforms may only be opened by operating personnel or on special instructions. This applies in particular in the event of operational disruptions.

**3) Special provisions for transportation by chairlifts:**

1. Wilful rocking with and in the transport equipment in the longitudinal and transverse direction, leaning out, standing up and changing places during the ride are prohibited.
2. Children under 1.25m may use chairlifts only if accompanied by a guardian. Such persons must sit directly next to children, i.e. there must be no empty space. A maximum of two children under 1.25m tall can sit next to each other. The guardian must be able and willing to provide the necessary assistance to the children with whom they are riding on a chair, especially in handling the locking bar. In addition, the guardian has a task of assessing whether a child is able to use a chairlift and behave accordingly. The guardian must explain to the child the rules for using a chairlift and the required behaviour, including when the chairlift is stopped.
3. Carrying small children in your arms or on your lap is strictly prohibited without exception.
4. Snowboards and similar winter sports equipment must be secured against falling (e.g. foot in the binding). Objects (e.g. rucksacks) or equipment/material for racing (e.g. additional skis, poles, paint spray buckets) must also be transported in such a way that they cannot fall down.
5. Winter sports enthusiasts with child carriers/frame backpacks are excluded from transportation.
6. Pedestrians are only transported in chairlifts with a pedestrian transport marking, in all other chairlifts pedestrians are excluded from transport.
7. The transport of bicycles, scooters, Segways, e-trekkers (e-scooters), skibobs or similar is prohibited on the chairlifts in the Garmisch-Classic area. Exceptions are sports equipment for persons with physical disabilities.

**(4) Special provisions for carriage by drag lifts:**

1. The use of a drag lift assumes that the passenger has the necessary practice and skill for safe transport so that they do not endanger third parties or the operational process.
2. Drag lifts are to be used as intended. In particular, it is not allowed,
  - a) to carry other persons along; carrying children may be permitted by the railroad staff.
  - b) wilfully driving out of the lane (slalom driving).
  - c) to hold on to the bar with only your hands and to be dragged along, without being in emergency.
  - d) take the tow bar between the legs, provided they are not used as tow plates.
  - e) to enter the drag lift route except for transportation.
3. Crossing the drag lift route is only permitted at the designated crossings and must be done quickly without endangering third parties; the operation of the drag lift has priority.
4. The ride must be properly started at the valley station and finished at the mountain station. In the event of a fall during the ride, tow bars etc. must be released immediately and the drag lift route must be left/cleared immediately without endangering third parties.
5. Snowboards and similar winter sports equipment must be secured (e.g. foot in the binding).
6. Snowboarders must take their boots out of their back bindings and place their feet freely on a non-slip surface between the bindings on the snowboard when riding with the drag lift.
7. The use of drag lifts by means of sledges is not allowed, except for the transport of rescue equipment.
8. Other sports equipment such as hang gliders, paragliders, skibobs or similar will only be transported by special arrangement with the operating staff.
9. Care must be taken to ensure that loose items of clothing (e.g. belts, scarves), plaits and pieces of equipment (e.g. backpack loops) are not brought near the hoisting rope or do not get caught on the transportation equipment.

10. Winter sports enthusiasts with child carriers/frame backpacks are excluded from transportation.
11. Carrying small children in your arms or on your lap is strictly prohibited without exception.

### **§ 3 Transportation of persons**

(1) The passenger is entitled to carriage insofar as there is an obligation to transport in accordance with the Bavarian Railway and Cableway Act or other regulations and transport is possible and permissible with the existing facilities. Section 8 shall remain unaffected.

(2) The transport times are published in the posted timetable. This does not affect special agreements and also applies to rides not provided for in the timetable.

(3) At the justified request of passengers with disabilities, the carriers will be stopped for boarding/disembarking or their speed will be reduced. No warranty is given as to the suitability of the facilities for the transportation of passengers with disabilities. Health restrictions of passengers are to be communicated to the railroad personnel before the start of the journey without being requested to do so.

### **§ 4 Transportation of animals and goods**

(1) Animals, hand luggage, sports equipment, etc. may only be brought along if this does not result in unreasonable burdens or dangers for persons, property or BZB. Sports equipment, if present, is to be accommodated in the holding devices intended for this purpose. If additional passenger space is required, BZB can demand additional fees for this. When transporting hang gliders, the maximum length of 4.2m may not be exceeded on the Wankbahn. The transport of bicycles, scooters, Segways, e-tread scooters (e-scooters), skibobs and similar vehicles is generally prohibited in all facilities. Exceptions are sports equipment for persons with physical disabilities.

(2) It is prohibited to carry firearms, explosive, highly flammable or corrosive substances, unless they are carried by persons performing their official duties. In these exceptional cases, the carriage is only possible outside normal operating hours or by agreement with the operating staff. For any damage resulting from the carrying of these items, the respective persons themselves or their employers shall bear full liability.

### **§ 5 Exclusion from transportation**

(1) Persons may be excluded from carriage,

1. if they violate the Conditions of Transport or do not follow the instructions of the operating staff.
2. if, through their own misconduct, including when queuing at the facilities or on the company premises, they constitute an unreasonable nuisance for passengers/third parties, significantly disrupt the course of operations or cause unreasonable damage to the company.
3. if drunk or under the influence of other intoxicants.
4. if transported without a valid ticket or with a ticket issued to another person, or if they purchase tickets outside the official points of sale.
5. who are affected by contagious or loathsome diseases or offend decency.

(2) The ticket can be withdrawn temporarily or permanently from persons,

1. who endanger safety on the premises of BZB, in particular on railway and lift systems as well as slopes or downhill runs.
2. who disregard the prohibitions, commands and instructions or do not follow the instructions of the railway staff.
3. who use blocked or closed tracks.
4. who enter or pass through designated forest, wildlife, and sanctuary areas.
5. who endanger or injure third parties by disregarding the FIS rules.
6. who use electronic season tickets without being able to present the associated ID card.

(3) In addition to the withdrawal of the ticket, a report in criminal or fine proceedings remains reserved.

(4) KeyCards or other data carriers themselves remain the property of BZB.

## **§ 6 Fares and tickets**

(1) The use of the facilities is only permitted to persons for whom a valid ticket has been purchased. A passenger is obliged to present the ticket for inspection at any time upon request and to carry it with him/her as intended.

(2) All tickets are non-transferable.

(3) Holders of personal time trial passes are required to provide identification. Children and adolescents must identify themselves as to their age, unless age can be accurately determined based on height.

(4) The fares are posted in the stations.

(5) If a ticket cannot be used or can only be used in part, compensation shall be granted in justified individual cases upon request against return of the unvalidated or only partially validated ticket. Applications must be submitted to the BZB administration immediately, with the applicant having to provide evidence of the reasons.

(6) Section 6, paragraph 5 does not apply to season tickets and single tickets.

(7) In principle, no compensation will be granted if the ticket is lost.

(8) Entitlement to reduced group fares exists only if the group has arrived as a whole. Groups that are only put together at the place of transport cannot be recognized as such. In case of doubt, the passengers must prove that they meet the requirements for a fare reduction. Generally, discounts are granted only upon presentation of the appropriate identification documents/proof.

(9) Single tickets are valid only on the date of purchase; unused sections of a one-way ticket expire and are not refunded.

(10) Season passes, season tickets and annual tickets are only valid for winter sports and leisure activities. There is no transport with season passes, season tickets and annual tickets for daily trips, e.g. to work or school.

(11) If the passenger is provided with a data carrier (e.g. KeyCards) for use, BZB will charge a fee for this. If the passenger returns the data carrier to BZB within 3 years from the date of purchase, BZB will refund the passenger the fee paid for the data carrier, so that in this case the use of the data carrier is free of charge for the passenger.

(12) Season passes, season tickets and annual tickets are generally not valid for special events (e.g. gastronomic events, concerts or similar). If necessary, special regulations of the respective event must be observed.

## **§ 7 Increased transportation charge**

(1) A passenger is obliged to pay an increased fare if he/she

1. is not in possession of a valid ticket issued to him/her.
2. is in possession of a valid ticket but cannot present it for inspection.
3. did not validate the ticket or did not validate it immediately when crossing the barrier or control or had it validated.
4. fails to present the ticket for verification upon request.
5. is illegally using a ticket or is caught with a forged ticket.

The right is reserved to file a report in criminal or fine proceedings. The provisions of Section 7, paragraph 1, points 1 and 3 do not apply if the procurement or validation of the ticket has failed for reasons beyond the passenger's control.

(2) The increased fare as per Section 7, Paragraph 1 is twice the fare provided for the respective carriage, but at least €60.00.

(3) In the case of Section 7, paragraph 1, point 2, the increased fare is reduced to a surcharge of €7.00 if the passenger proves to BZB within one week from the day of the determination that he/she was the holder of a valid ticket at the time of determination.

(4) Any further claims remain unaffected.

(5) If the ID card is not presented, the control staff is entitled to (temporarily) confiscate the data carrier or to charge an increased transport charge in accordance with Section 7, Para. 2.

### **§ 8 Release from the obligation to transport**

Events of force majeure, e.g. weather conditions, strike, lockout, operational disruptions or unforeseeable circumstances that may affect the safety of the transport operation, cause the obligation to transport to be postponed for the duration of the hindrance and a reasonable start-up time or to lapse due to the fact that the hindrance cannot be remedied or cannot be remedied in a timely manner.

### **§ 9 Liability and compensation for damages**

(1) BZB is only liable for damages in accordance with the following provisions.

(2) In the event of breaches of duty – for whatever legal reason – BZB is liable for intent and gross negligence. Subject to a milder standard of liability according to statutory provisions, BZB is only liable for simple negligence:

1. for damage resulting from injury to life, limb or health, and
2. for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the fulfilment of which you regularly trust and may trust, such as the obligation to transport the passenger); in this case, however, liability shall be limited to compensation for the foreseeable, typically occurring damage.

(3) The above limitations of liability also apply to breaches of duty by legal representatives or vicarious agents of BZB.

(4) In particular, BZB is not liable for the dangers associated with the sporting activity and for specific risks associated with mountains and weather, for which BZB is not responsible.

(5) Furthermore, BZB is not liable for any damages caused due to health restrictions of a passenger.

(6) It is hereby expressly pointed out that BZB also sells tickets on behalf of ticket association members. In this respect, BZB is not liable for accidents that are culpably caused by third party companies/ski areas in cooperation and/or association with BZB and for which BZB is not responsible.

(7) Claims under the Liability Act remain unaffected in all cases.

## **§ 10 Data protection**

Any collection, processing, storage and use of personal data of passengers shall be carried out in compliance with the provisions of the data protection law. To ensure the safety of the guests and the operation, as well as to prevent misuse of tickets, the access areas are also temporarily monitored with a video system and photographs of individual guests are taken. This is indicated by signs. Recording is carried out within the framework of contract fulfilment and in the legitimate interest of, among other things, protection of house rights and operational security interests. The legal basis for data processing is Article 6, Paragraph 1, Letter b) of GDPR and Article 6, Paragraph 1, Letter f) of GDPR. Data will be deleted immediately in accordance with the legal requirements of the General Data Protection Regulation and the Federal Data Protection Act if it is no longer required to achieve the purpose. Those affected can find further information on data processing both on the respective notices and also at the cash desks and on the Internet. If you have any questions, you can contact our data protection officer by post at Bayerische Zugspitzbahn Bergbahn AG, Data Protection Officer, Olympiastraße 31, 82467 Garmisch-Partenkirchen, or by email: [datenschutz@zugspitze.de](mailto:datenschutz@zugspitze.de).

## **§ 11 Limitation period**

The limitation period shall be calculated in accordance with the statutory provisions.

## **§ 12 Dispute settlement**

The EU Commission has created an internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. BZB does not participate in dispute settlement procedures before a consumer arbitration board. There is no legal obligation to do so.

## **§ 13 Place of jurisdiction**

If the passenger is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the transport relationship between the passenger and the railroad is the registered office of the railroad. This shall not apply in cases of exclusive jurisdiction.

## **§ 14 Partial invalidity**

Should individual provisions of these Terms and Conditions of Transportation be invalid or void in whole or in part, the remaining provisions shall remain binding.

Garmisch-Partenkirchen, November 2022

BAYERISCHE ZUGSPITZBAHN  
Bergbahn AG Garmisch-Partenkirchen