

## **TERMS OF PARTICIPATION AND CANCELLATION**

**The booking of one or more travel services from Snowsports GmbH, Holetschekgasse 60, 1210 Vienna, made from 01.07.2019 are subject to the following terms and conditions. These terms and conditions form the basis of the contract, which the client concludes with Snowsports GmbH as the organiser, either directly or indirectly through the use of an intermediary booking agent.**

As mutually advised in the Advisory Council Consumer Policy of the Federal Minister of Health, Sport and Consumer Protection and in accordance with § 73 para. 1 GewO 1994 and § 8 the 1994 version of the Ordinance from the Federal Minister of Economic Affairs the rules for the travel agency. (now § 6, acc BGBl. II No. 401/98).

The travel agency may act as a **Mediator** (section A) and / or as an **Organiser** (section B). The **Mediator** assumes the obligation to endeavour to obtain a claim to the services of others (organizers, transport companies, hoteliers, etc.). The **Organiser** is the company that either offers several tourist services at a flat rate (package tour / travel event) or promises to provide individual tourism services as own services and generally provides its own brochures, tenders, etc.

A company acting as a tour operator may also act as a mediator when providing outside services (for example, optional outing at the resort), provided that this intermediary function is clearly indicated.

The following terms and conditions constitute the text of the contract to which travel agents as a mediator (Section A) or as tour operators (Section B) usually conclude with their customers / travellers. (Note: within the meaning of the KSchG).

### **Subject to the conditions of**

- the intermediary tour operator (Mediator)
- the intermediary transport companies (e.g., rail, bus, plane, ship etc.)
- any other intermediary services or contracts

### **A. THE TRAVEL AGENCY AS A MEDIATOR**

The following conditions are foundations of the contract (agency contract) that customers conclude with an intermediary mediator.

#### **1. Booking / Conclusion of the contract**

The booking is made on the Internet via our homepage [www.snowsports.at](http://www.snowsports.at). Participation is only possible with timely registration and full payment of travel fees. The booking on the homepage is a binding agreement. With the booking, the applicant confirms adequate physical health and fitness to participate in the trip (or course). Due to high demand, the deadline for registration may be subject to change.

Travel agents should use booking vouchers that have all the essential information about the customer's order, with reference to the travel advertisement (catalogues, pamphlet, etc.) on which the booking is based.

In accordance with § 6 of the travel agency regulations, the mediator must draw attention to the present GENERAL TERMS AND CONDITIONS, draw attention to deviating terms and conditions and in this case to hand them over prior to the conclusion of the contract.

For services mediated by foreign companies (service providers, tour operators), foreign law can also be applied.

The person who makes the booking for himself or for a third party, is thus considered to be the client and, unless otherwise stated, assumes the obligations arising from the order placed with the travel agency (payments, withdrawal from the contract, etc.).

When booking, the travel agent may charge a processing fee and a (minimum) deposit. The final payment as well as the replacement of cash expenses (telephone charges, telex charges, etc.) are due to the respective organiser or service provider to the travel agency when the travel documents are handed over (this does not include personal documents).

Tour operators accepting bookings are obliged to provide the traveller with a confirmation of the travel contract (travel confirmation) at or immediately after the conclusion of the contract.

#### **2. Information and other ancillary services**

##### **2.1. Information about passport, visa, foreign exchange, customs and sanitary regulations**

As is known, it is generally necessary to have a valid passport for travel abroad.

The travel agency shall inform the customer about the respective foreign passport, visa and sanitary entry regulations as well as foreign currency and customs regulations upon request, as far as they can be found out in Austria. Incidentally, the customer is responsible for compliance with these regulations. If possible, the travel agency will pay for any required visa for a fee.

Upon request, the travel agency will, if possible, provide information on special regulations for foreigners, stateless persons and dual citizenship holders.

##### **2.2. Information about the travel service**

The travel agency is obliged to present to the best of its knowledge the service to be provided by the tour operator or service provider, taking into account the particularities of the respective arranged contract and the circumstances of the respective destination country or destination.

#### **3. Legal status and liability**

The liability of the travel agency extends to

- The careful selection of the respective organiser or service provider as well as the careful evaluation of gained experiences.
- Proper provision of services, including appropriate information to the customer and delivery of travel documents.
- The demonstrable forwarding of advertisements, declarations of intent and payments between the customer and the mediated company and vice versa (such as changes to the agreed service and the agreed price, resignations, complaints).

The travel agency is not liable for the provision of the services mediated or transferred by him.

The travel company must provide the customer with the travel confirmation the company name (product name), the address of the tour operator and, where appropriate, an insurer, if this information is not already in the brochure, catalogue or other detailed promotional materials. If this fails, it is then liable to the customer as the organiser or service provider.

#### **4. Disruptions**

If the travel agency fails to fulfil the obligations incumbent on it, thus violating its contract, it is obliged to compensate the customer for the resulting damage if it does not prove that he is not guilty of intent or gross negligence.

For breaches of contract due to minor negligence, the travel agency is obliged to reimburse the customer for damages incurred up to the commissioned amount of the mediated transaction.

## **B. THE TRAVEL AGENCY AS AN ORGANISER**

The following terms and conditions form the basis of the contract - hereinafter referred to as the travel contract - which the booker concludes with an organiser either directly or through the use of an intermediary. In the event of a direct conclusion, the organiser will meet the mediator's obligations accordingly.

The organiser generally accepts the present GENERAL TERMS AND CONDITIONS, deviations are made clear in all of his detailed advertising documents in accordance with § 6 of the (Ausübungsvorschriften) regulations

### **1. Booking / Conclusion of the contract**

The travel contract is concluded between the booker and the organiser if there is agreement on the essential components of the contract (price, service and deadline). This results in rights and obligations for the customer. The booking is made on the Internet via our homepage [www.snowsports.at](http://www.snowsports.at). Participation is only possible with timely registration and full payment of travel fees. The booking on the homepage is a binding agreement. With the booking, the applicant confirms adequate physical health and fitness to participate in the trip (or course). Due to high demand, the deadline for registration may be subject to change.

### **2. Change of the participant**

A change in the person/traveller is possible if the substitute fulfils all conditions for participation and can be done in two ways.

#### **2.1. Assignment of the right to travel service**

The obligations of the booker from the travel contract remain valid if he assigns all or any individual clause of this contract to a third party. In this case, the booker bears the resulting additional costs.

#### **2.2. Transfer of the travel event**

If the customer is prevented from entering the travel event, he may transfer the contractual relationship to another person. The transfer must be notified to the organizer, either directly or through the intermediary, within a reasonable time before the departure date. The tour operator can announce a specific deadline in advance. The transferor and the acquirer shall be liable for the unpaid fee and, if applicable, for the additional costs resulting from the transfer to any third party.

### **3. Contract, information and other ancillary services**

In addition, the organiser must provide adequate information about the services offered by him / her, including information about passport, visa, foreign exchange, customs and health-related entry regulations. The specifications in the catalogues or pamphlets valid at the time of booking as well as the other information contained therein are bound to the travel contract, unless agreed otherwise in the booking. However, it is recommended that such agreements be recorded in writing.

### **4. Traveling with special risks**

In the case of travel with special risks (e.g. adventure trips and expeditions), the organiser is not liable for consequences that arise in the course of the of the risks, if this is outside his area of responsibility.

The tour operator's obligation to prepare the trip carefully and to carefully select the persons and companies responsible for the provision of the individual travel services remains unaffected.

## **5. Legal basis for disruptions**

### **5.1. warranty**

The customer has a warranty claim in case of non or insufficient performance. The customer agrees that the organiser, in lieu of his claim for conversion or price reduction provides a faultless performance or improves the defective performance within a reasonable period of time.

Remedies can be made in such a way that the defect is remedied by providing or an equivalent or higher equivalent replacement service, which also finds the express satisfaction of the customer.

### **5.2. compensation**

If or his assistants culpably violate the obligations incumbent upon them from the contractual relationship, the organisers are obliged to compensate the customer for the resulting damage.

Insofar as the tour operator is responsible for persons other than his employees, he is liable - except in cases of personal injury - only if he does not prove that they are neither intentional nor grossly negligent.

Except in the case of intent and gross negligence, the tour operator shall not be liable for any unusual items that are taken unless he has previous knowledge of the bringing of such items dependent on the circumstances. It is therefore recommended to the customer not to take any items of special value. Furthermore, it is recommended to keep these objects safe.

### **5.3. Notification of any shortcomings**

The customer must immediately notify a representative of the organiser of any failure to fulfil the contract, which he determines during the trip. This presupposes that everything has been clear to him and a written agreement can be reached at any time without significant effort. The omission of this communication does not change any warranty claims from the customer described under 5.1. It can however be credited to him as contributory negligence and thus diminish his eventual claims for damages.

However, the organiser must have informed the customer in writing either directly or through the intermediary of this notification obligation. Likewise, the customer must also have been informed at the same time that an omission of the notice does not affect

his warranty claims, but it can be counted as contributory negligence. If necessary, in the absence of a local representative, either inform the respective service provider (eg hotel, airline) or the organiser directly about deficiencies and demand remedial action.

#### **5.4. Liability law special laws**

The organiser is liable for air travel, inter alia, according to the Warsaw Convention and its additional agreement, on rail and bus travel under the Railway and Motor Vehicle Liability Act.

#### **6. Assertion of any claims**

In order to facilitate the assertion of claims, the customer is recommended to be given written confirmations about the non-performance or inadequate performance of services or to secure receipts, evidence, witnesses.

Warranty claims of consumers can be asserted within 2 years.

Claims for damages expire after 3 years.

It is advisable in the interest of the traveller to assert claims immediately upon return from the journey directly to the organiser or through the intermediary travel agency, as difficulties of proof can be expected with a delayed claim.

#### **7. Resignation from the contract**

##### **7.1. Resignation of the customer before departure**

###### **a) Cancellation without cancellation fee**

Apart from the legally granted rights of withdrawal, the customer may, without the organiser having any claims against him, withdraw in the following cases occurring before the start of the service:

If essential components of the contract, including the travel price, are changed considerably.

In the case that the intended purpose or character of the travel event changes, or, one in accordance with Section 8.1. the increase of the agreed travel price by more than 10 percent.

The organiser is obliged to explain the contract amendment to the customer either directly or through the intermediary travel agency without delay and to inform him about the existing choice either to accept the contract amendment or to resign from the contract; the customer must exercise his right to vote without delay.

If the organiser is at fault for the occurrence of the event entitling the customer to withdraw, the organiser is obliged to pay the damages.

###### **b) the right to compensation**

The customer can, if he cancels according to paragraph a) In addition have to the right to choose, the customer is also entitled to compensation for non-performance of the contract, unless the cases of 7.2. come to fruition.

###### **c) Cancellation with cancellation fee**

The cancellation fee is a percentage of the travel price and is based on the amount of time between the cancellation and departure date. The travel price or flat rate is the total price of the contractually agreed service.

The customer is in all cases not mentioned under paragraph a) to make a case against payment of a cancellation fee when withdrawing from the contract. In these cases of inadequacy, the cancellation fee can be moderated by the court.

The following cancellation rates are worked out per person:

- until the 30th day before departure: 10%
- from 29th to 20th day before departure: 20%
- from the 19th to the 10th day before departure: 50%
- from 9th to 4th day before departure: 65%
- from 3rd day before departure: 85%.

#### **Cancellation**

When withdrawing from the contract it is to be noted: The customer (client) can always tell the travel agency where the trip was booked, that he wishes to withdraw from the contract. The cancellation of the contract (cancellation of the trip) is only possible in writing by email to [office@snowsports.at](mailto:office@snowsports.at) prior to departure.

###### **d) No show**

No-show occurs when the customer misses the departure because he is lacking in the will to travel or if he misses the departure due to a negligence on his part or due to a circumstance that has befallen him. If it is clarified that the customer cannot or does not want to use the remaining travel service, he has to pay 85 percent of the travel price.

In the case of inadequacy of the above sentences, these may be judged by the court on a case-by-case basis.

##### **7.2. Protection of the paid travel amount by "Europäische Reiseversicherung AG"**

By paying an insurance premium immediately with the travel booking, cancellation insurance is issued with the "Europäische Reiseversicherung AG", Kratochwjlestraße 4, A-1220 Vienna. The prerequisite for reimbursement of travel expenses by Europäische Reiseversicherung AG is proof of a reason for the cancellation or interruption of the trip covered by the insurance.

The insurance premium on the amount insured depends on the travel price. For more information on the cancellation insurance with the "Europäische Reiseversicherung AG" can be found under the following link:

[https://service.europaeische.at/doc/en/Information\\_document\\_CompleteCover-IPID-KS\\_2021-EN-001.pdf](https://service.europaeische.at/doc/en/Information_document_CompleteCover-IPID-KS_2021-EN-001.pdf)

Examination fees for retake exams cannot be secured.

**7.3. Resignation of the organiser before the start of the journey**

a) The organiser will be released from the contract if a prespecified minimum number of participants is not reached and the customer has been notified in writing of the cancellation within the time limits specified here:

- until the 20th day before departure for journeys of more than 6 days,
- until the 7th day before departure for journeys of 2 to 6 days,
- up to 48 hours before departure for day trips.

If the organiser encounters non-compliance with the minimum number of participants beyond slight negligence, the customer may demand damages; this is a flat rate according to the amount of the cancellation fee. The assertion of damage exceeding this amount is not excluded.

b) The cancellation is due to force majeure, unforeseeable circumstances due to unusual and unpredictable events to which the person has no influence and whose consequences could not have been avoided despite due diligence. However, this does not include the overbooking, but state orders, strikes, war or war-like conditions, epidemics, natural disasters, etc.

c) In cases a) and b), the customer receives back the amount paid. The right to vote according to 7.1.b, 1st paragraph is due. There can be no compensation for any expenses incurred. Paid-in travel contributions and examination fees will be fully refunded in the event of cancellation.

**7.4. Resignation of the organiser after commencement of the journey**

The organiser is then exempted from the performance of the contract if the customer, as part of a group travel, disturbs the implementation of the trip by grossly improper conduct, regardless of a warning. In this case, the customer, if he is at fault, is obliged to compensate the organiser for compensation.

**8. Changes to the contract****8.1. Price changes**

The organiser reserves the right to increase the travel price confirmed with the booking for reasons that are not dependent on his will, if the travel date is more than two months after the conclusion of the contract. Such reasons shall be limited to changes in transport costs, such as fuel costs, charges for certain services, such as landing fees, ports of embarkation or disembarkation at airports and corresponding airport charges or the exchange rates applicable to the travel event concerned. For a price reduction for these reasons, this is to pass on to the traveller.

Within the two-month period, price increases can only be made if the reasons for this have been negotiated in detail at the time of booking and noted on the booking slip.

From the 20th day before the departure date, there is to be no price change.

A price change is only permissible if an exact specification for the calculation of the new price is provided and the agreed conditions are met. The customer must be informed immediately about price changes and their circumstances. If the price of the tour changes by more than 10 percent, the customer can withdraw from the contract without a cancellation fee (see section 7.1.a.).

**8.2. Changes in service after commencement of travel**

- In case of any changes, which are the responsibility of the organiser, the regulations as shown in section 5 apply (legal basis for performance disruptions).
- If, after departure, a significant part of the contractually agreed services is not provided or cannot be provided, the organiser shall take reasonable precautions without paying additional fees so that the tour event can continue. If such arrangements cannot be made or if they are not accepted by the customer for valid reasons, the organiser may have to provide for an equivalent possibility without additional charge, with which the customer is transported to the place of departure or to another place agreed with him, incidentally, the organiser is obligated to help the customer in case of non-performance or inadequate fulfilment of the contract in order to overcome any difficulties.

**9. Providing information to third parties**

Information about the names of the participants and the whereabouts of travellers are not given to third parties, even in urgent cases, unless the traveller has explicitly requested information. The costs arising from the transmission of urgent messages are borne by the customer. It is therefore recommended that travel participants inform their relatives exactly where they will be.

**C. Methods of Payment**

Payments on the booked trip must be made as follows: A down payment (20% of the total price) must be made at the same time as the booking. The balance is to be paid no later than 20 days prior to departure without further request. For travel bookings made less than 20 days before the start of the journey, the total price is due to be paid immediately. Examination fees for retake exams are due in full immediately.

**1. Bank charges**

Austrian bank charges are at the expense of Snowsports GmbH, the (foreign) bank charges in the country of the customer are at his expense.

## 2. Payment options

If a trip is booked at [www.snowsports.at](http://www.snowsports.at), there are various ways to pay. The following options are available:

1. "Sofort Überweisung"
2. Credit Card: Visa and Mastercard

## 3. Bank account

Payments must be made directly into the following bank account:

Bank: Bank Austria

Name: Snowsports GmbH

IBAN: AT98 1200 0516 0100 7608

BIC: BKAUATWW

## 4. Reminder and damages

In the case of a non-timely or incomplete down payment or final payment, Snowsports GmbH reserves the right to declare withdrawal from the contract and demand compensation in accordance with the cancellation rates.

## D. Personal data

The personal information provided to us will be processed and used electronically, as far as it is necessary for the establishment, implementation or termination of the travel contract and for customer service. The provisions of the GDPR are complied with in the collection, processing and use of personal data. Further information can be found in the privacy policy.

## E. pictures

Travelers agree and consent to photos and photographs of individuals or groups being taken during a trip by Snowsports GmbH contributors for purposes of illustration in print or electronic media (the Internet) and documentation of travel activities. In the case of the publication of such photographs, the travel participants have no financial, copyright or data protection claims. Travel participants are aware that the photos and photographs may also be used for commercial purposes and expressly agree to this.

## F. In addition, the following conditions apply to training courses for ski instructors or snowboard instructors

### 1. Illness / injury during a training course

In the case of illness or injury between day 1 and day 5 of a training course, a 30% discount on the course fee will be granted on a new booking (only if a medical confirmation from the training course location is presented). A refund of the cost of the lift ticket with medical confirmation is to be carried out independently by the lift company. There is no refund for proportionate hotel costs.

### 2. Rebooking travel

On the request of the customer, a change of the date, the accommodation or of individual services is carried out up to the 30th day before departure (subject to the availability). In addition to the newly resulting travel price, a fee of € 30 will be deducted.

### 3. Insurance

Skiing and snowboarding are risky sports where injuries can happen. For sufficient health, accident, liability and travel cancellation insurance, each participant has to take care of this themselves. The travel prices do not include insurance. A specific insurance policy is strongly recommended!

One reason why we strongly recommend specific insurance is that these training courses fall into the category "professional event" which, in our experience, could nullify the cover from some insurance companies. (eg ÖSV, Alpenverein, Snowsports Academy member insurance etc.).

### 4. Disclaimer

Neither the organizer nor the trainers, coaches, supervisors, guides, except in the case of gross negligence or intent, are liable for accidents and damage to persons or property that arise to the participant or third parties. Lack of accident or liability insurance lies exclusively in the risk area of the participant. Skiing and snowboarding are risky sports where accidents and injuries can happen.

### 5. Examinations

The ski or snowboard instructor examinations are carried out by the Vienna Ski and Snowboard Instructors Association (Wiener Ski- und Snowboardlehrer Verband) in accordance with the provisions of the Vienna Provincial Law. After successful completion of the exam, an Austrian ski or snowboard instructor qualification is acquired.

#### 5.1 Validity of the qualification

If you would like to work as a ski or snowboard instructor in Austria, we would point out that some ski schools or ski instructor and snowboard instructor associations only recognise a qualification in German. If the goal is to work in Austria, we recommend that you take the exam in German. If you still want to do the exam in English, we recommend you clarify with the respective state authority in which you want to work, if your education will be recognised. Snowsports GmbH and the Snowsports Academy (Vienna Ski and Snowboard Teachers Association) will not be held liable for the recognition of the qualification.

**G. Offer of accident insurance**

It is possible to take out accident insurance (including helicopter rescue) for the duration of the course. The contracting party is UNIQA Österreich Versicherungen AG, A-1029 Vienna, Untere Donaustraße 21. The insurance only covers such accidents within the framework of the travel program, the ski / snowboard instructor training and the direct route to and from the training location.

**Sums insured:**

- Permanent disability 400%    EUR 35,000.00  
Maximum                            EUR 140,000.00
- Accident costs                    EUR 2,000.00

**Progression 25 - 400% (compact)**

According to Art. 7 pt. 5 / 5.1 of the 'Klipp & Klar' conditions 2012 we make

- up to 25% of the degree of disability - linear benefit
- for the part of the degree of disability exceeding 25% but not exceeding 50% double the benefit
- for the part of the degree of disability exceeding 50% but not exceeding 90% 3 times the benefit
- From a degree of disability of 91%, 400% of the sum insured will be paid

**Premium-free additional services**

- **Rescue costs**  
Insured are the rescue costs (including helicopter rescue) up to EUR 15,000.00 according to Art. 14, Point 2 of the 'Klipp & Klar' Conditions for Accident Insurance 2012.
- **Instant payout**  
After an accident-related uninterrupted hospital stay of 11 days, EUR 1,500 will be paid out in advance for any DI service. If no persistent invalidity remains, the amount is not reclaimed.
- **Cosmetic operations**  
Up to EUR 10,000, - UNIQA covers the costs of cosmetic surgery if its necessity was caused by an accident.
- **Rehabilitation package**  
If a rehabilitation stay is necessary within 6 weeks after an accident-related hospital stay, UNIQA pays a lump sum of 1% of the sum insured for permanent disability.
- **Accidents due to heart attack and stroke**  
According to Article 21, Section 3 of the 'Klipp & Klar' Conditions for Accident Insurance 2012, accidents resulting from myocardial infarction and stroke are also covered.
- **Dislocations, strains, meniscal injuries**  
According to Art. 6, Section 2 of the 'Klipp & Klar' Conditions for Accident Insurance 2012, limb dislocations as well as strains and lacerations of muscles, tendons, ligaments and capsules as well as meniscus injuries on limbs and spine are covered.
- **Transfer and funeral expenses**  
In addition, we also reimburse the costs of the transfer of the person who died as a result of an accident to his last place of residence, as well as the cost of the funeral up to 5% of the insured sum agreed upon in the event of death, up to a maximum of EUR 7,000.00
- **Traditional Chinese Medicine (TCM) as part of the accident costs**  
We also cover the costs of an accident-related treatment - up to 30% of the sum insured for traditional Chinese medicine. For acupuncture, acupressure, Chinese pharmacology, Tuina and Shiatsu. Even without a doctor's prescription.

# Privacy Policy

## 1. General

This privacy statement clears the users of the website [www.snowsports.at](http://www.snowsports.at) (hereinafter "Website") about the nature, scope and beneficiary purposes of the collection and use of personal data by the Snowsports GmbH (hereinafter "Operator").

Personal data (such as name, e-mail address, telephone number) is processed and transmitted by the operator only in a lawful manner, in particular for the fulfillment of contractual obligations, based on the legitimate interest of the operator or on the basis of the user's consent. If the legality for a specific data processing is based on the consent of the user, this can be revoked at any time (also partially) by an e-mail to [office@snowsports.at](mailto:office@snowsports.at). This may affect the functionality of the content offered on this website.

Furthermore, the user has a right to information about personal data concerning him/her, to data portability, to correction or deletion of personal data as well as to limitation or opposition to the processing of his/her personal data. The user can exercise these rights by sending an e-mail to [office@snowsports.at](mailto:office@snowsports.at).

Finally, the user has the right to complain to the Austrian Data Protection Authority (Hohenstaufengasse 3, 1010 Vienna, [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at), [www.dsb.gv.at](http://www.dsb.gv.at)).

The data protection officer of the operator can be contacted by email at [office@snowsports.at](mailto:office@snowsports.at) or by post at the Vienna Ski and Snowboard Teachers' Association, PO Box 300, 1210 Vienna.

The lawfulness of the data processing results from the Austrian data protection act as well as from the regulation (EU) 2016/679 (DSGVO). The legal basis is specified in this processing.

Notwithstanding the deletion details given below in the individual data processing, deletion to the extent that the use of the deletion of personal data for other legitimate processing (e.g., self-promotion) according to this Privacy Policy is used.

### **Who is the responsible party for the recording of data on this website (i.e. the "controller")?**

The data on this website is processed by the operator of the website, whose contact information is available under section "Information about the responsible party (referred to as the "controller" in the GDPR)" in this Privacy Policy.

### **How do we record your data?**

We collect your data as a result of your sharing of your data with us. This may, for instance be information you enter into our contact form.

Other data shall be recorded by our IT systems automatically or after you consent to its recording during your website visit. This data comprises primarily technical information (e.g., web browser, operating system, or time the site was accessed). This information is recorded automatically when you access this website.

### **What are the purposes we use your data for?**

A portion of the information is generated to guarantee the error free provision of the website. Other data may be used to analyze your user patterns.

### **What rights do you have as far as your information is concerned?**

You have the right to receive information about the source, recipients, and purposes of your archived personal data at any time without having to pay a fee for such disclosures. You also have the right to demand that your data are rectified or eradicated. If you have consented to data processing, you have the option to revoke this consent at any time, which shall affect all future data processing. Moreover, you have the right to demand that the processing of your data be restricted under certain circumstances. Furthermore, you have the right to log a complaint with the competent supervising agency.

Please do not hesitate to contact us at any time if you have questions about this or any other data protection related issues.

## 2. Hosting

### **EXTERNAL HOSTING**

This website is hosted by an external service provider (host). Personal data collected on this website are stored on the servers of the host. These may include, but are not limited to, IP addresses, contact requests, metadata and communications, contract information, contact information, names, web page access, and other data generated through a web site.

The host is used for the purpose of fulfilling the contract with our potential and existing customers (Art. 6(1)(b) GDPR) and in the interest of secure, fast, and efficient provision of our online services by a professional provider (Art. 6(1)(f) GDPR).

Our host will only process your data to the extent necessary to fulfil its performance obligations and to follow our instructions with respect to such data.

**Execution of a contract data processing agreement:** In order to guarantee processing in compliance with data protection regulations, we have concluded an order processing contract with our host.

### 3. GENERAL INFORMATION AND MANDATORY INFORMATION

#### DATA PROTECTION

The operators of this website and its pages take the protection of your personal data very seriously. Hence, we handle your personal data as confidential information and in compliance with the statutory data protection regulations and this Data Protection Declaration.

Whenever you use this website, a variety of personal information will be collected. Personal data comprises data that can be used to personally identify you. This Data Protection Declaration explains which data we collect as well as the purposes we use this data for. It also explains how, and for which purpose the information is collected.

We herewith advise you that the transmission of data via the Internet (i.e., through e-mail communications) may be prone to security gaps. It is not possible to completely protect data against third-party access.

#### INFORMATION ABOUT THE RESPONSIBLE PARTY (REFERRED TO AS THE "CONTROLLER" IN THE GDPR)

The data processing controller on this website is:

Snowsports GmbH  
Postfach 300  
1210 Wien  
Österreich  
E-Mail: [office@snowsports.at](mailto:office@snowsports.at)

The controller is the natural person or legal entity that single-handedly or jointly with others makes decisions as to the purposes of and resources for the processing of personal data (e.g., names, e-mail addresses, etc.).

#### STORAGE DURATION

Unless a more specific storage period has been specified in this privacy policy, your personal data will remain with us until the purpose for which it was collected no longer applies. If you assert a justified request for deletion or revoke your consent to data processing, your data will be deleted, unless we have other legally permissible reasons for storing your personal data (e.g., tax or commercial law retention periods); in the latter case, the deletion will take place after these reasons cease to apply.

#### INFORMATION ON DATA TRANSFER TO THE USA AND OTHER NON-EU COUNTRIES

Among other things, we use tools of companies domiciled in the United States or other from a data protection perspective non-secure non-EU countries. If these tools are active, your personal data may potentially be transferred to these non-EU countries and may be processed there. We must point out that in these countries, a data protection level that is comparable to that in the EU cannot be guaranteed. For instance, U.S. enterprises are under a mandate to release personal data to the security agencies and you as the data subject do not have any litigation options to defend yourself in court. Hence, it cannot be ruled out that U.S. agencies (e.g., the Secret Service) may process, analyze, and permanently archive your personal data for surveillance purposes. We have no control over these processing activities.

#### REVOCACTION OF YOUR CONSENT TO THE PROCESSING OF DATA

A wide range of data processing transactions are possible only subject to your express consent. You can also revoke at any time any consent you have already given us. This shall be without prejudice to the lawfulness of any data collection that occurred prior to your revocation.

#### RIGHT TO OBJECT TO THE COLLECTION OF DATA IN SPECIAL CASES; RIGHT TO OBJECT TO DIRECT ADVERTISING (ART. 21 GDPR)

IN THE EVENT THAT DATA ARE PROCESSED ON THE BASIS OF ART. 6(1)(E) OR (F) GDPR, YOU HAVE THE RIGHT TO AT ANY TIME OBJECT TO THE PROCESSING OF YOUR PERSONAL DATA BASED ON GROUNDS ARISING FROM YOUR UNIQUE SITUATION. THIS ALSO APPLIES TO ANY PROFILING BASED ON THESE PROVISIONS. TO DETERMINE THE LEGAL BASIS, ON WHICH ANY PROCESSING OF DATA IS BASED, PLEASE CONSULT THIS DATA PROTECTION DECLARATION. IF YOU LOG AN OBJECTION, WE WILL NO LONGER PROCESS YOUR AFFECTED PERSONAL DATA, UNLESS WE ARE IN A POSITION TO PRESENT COMPELLING PROTECTION WORTHY GROUNDS FOR THE PROCESSING OF YOUR DATA, THAT OUTWEIGH YOUR INTERESTS, RIGHTS AND FREEDOMS OR IF THE PURPOSE OF THE PROCESSING IS THE CLAIMING, EXERCISING OR DEFENCE OF LEGAL ENTITLEMENTS (OBJECTION PURSUANT TO ART. 21(1) GDPR).

IF YOUR PERSONAL DATA IS BEING PROCESSED IN ORDER TO ENGAGE IN DIRECT ADVERTISING, YOU HAVE THE RIGHT TO OBJECT TO THE PROCESSING OF YOUR AFFECTED PERSONAL DATA FOR THE PURPOSES OF SUCH ADVERTISING AT ANY TIME. THIS ALSO APPLIES TO PROFILING TO THE EXTENT THAT IT IS AFFILIATED WITH SUCH DIRECT ADVERTISING. IF YOU OBJECT, YOUR PERSONAL DATA WILL SUBSEQUENTLY NO LONGER BE USED FOR DIRECT ADVERTISING PURPOSES (OBJECTION PURSUANT TO ART. 21(2) GDPR).

#### RIGHT TO LOG A COMPLAINT WITH THE COMPETENT SUPERVISORY AGENCY

In the event of violations of the GDPR, data subjects are entitled to log a complaint with a supervisory agency, in particular in the member state where they usually maintain their domicile, place of work or at the place where the alleged violation occurred. The right to log a complaint is in effect regardless of any other administrative or court proceedings available as legal recourses.

#### RIGHT TO DATA PORTABILITY

You have the right to demand that we hand over any data we automatically process on the basis of your consent or in order to fulfil a contract be handed over to you or a third party in a commonly used, machine readable format. If you should demand the direct transfer of the data to another controller, this will be done only if it is technically feasible.

### SSL AND/OR TLS ENCRYPTION

For security reasons and to protect the transmission of confidential content, such as purchase orders or inquiries you submit to us as the website operator, this website uses either an SSL or a TLS encryption program. You can recognize an encrypted connection by checking whether the address line of the browser switches from "http://" to "https://" and also by the appearance of the lock icon in the browser line.

If the SSL or TLS encryption is activated, data you transmit to us cannot be read by third parties.

### INFORMATION ABOUT, RECTIFICATION AND ERADICATION OF DATA

Within the scope of the applicable statutory provisions, you have the right to at any time demand information about your archived personal data, their source and recipients as well as the purpose of the processing of your data. You may also have a right to have your data rectified or eradicated. If you have questions about this subject matter or any other questions about personal data, please do not hesitate to contact us at any time.

### RIGHT TO DEMAND PROCESSING RESTRICTIONS

You have the right to demand the imposition of restrictions as far as the processing of your personal data is concerned. To do so, you may contact us at any time. The right to demand restriction of processing applies in the following cases:

In the event that you should dispute the correctness of your data archived by us, we will usually need some time to verify this claim. During the time that this investigation is ongoing, you have the right to demand that we restrict the processing of your personal data.

If the processing of your personal data was/is conducted in an unlawful manner, you have the option to demand the restriction of the processing of your data in lieu of demanding the eradication of this data.

If we do not need your personal data any longer and you need it to exercise, defend or claim legal entitlements, you have the right to demand the restriction of the processing of your personal data instead of its eradication.

If you have raised an objection pursuant to Art. 21(1) GDPR, your rights and our rights will have to be weighed against each other. As long as it has not been determined whose interests prevail, you have the right to demand a restriction of the processing of your personal data.

If you have restricted the processing of your personal data, these data – with the exception of their archiving – may be processed only subject to your consent or to claim, exercise or defend legal entitlements or to protect the rights of other natural persons or legal entities or for important public interest reasons cited by the European Union or a member state of the EU.

### REJECTION OF UNSOLICITED E-MAILS

We herewith object to the use of contact information published in conjunction with the mandatory information to be provided in our Site Notice to send us promotional and information material that we have not expressly requested. The operators of this website and its pages reserve the express right to take legal action in the event of the unsolicited sending of promotional information, for instance via SPAM messages.

## 4. Data use

The operator uses the following data provided by the participants in person or by other third parties (usually business partners) of persons undergoing training:

- Family name or surname and first name, date of birth, address data, contact data, nationality,
- Training and exam-related data and data of a specific activity related to their professional competence,
- Customer identification data (eg passport photos, etc.). In addition may also include order data (standing orders or direct debit orders), bank details, data from the fulfillment of our contractual obligation (training, participant, course and billing data), training data, information from customer surveys and competitions, information from electronic traffic (incl. Log data) against the association (homepage, customer portals, apps, cookies) as well as data to meet legal requirements.

The data thus obtained will only be read by the user, as for the purpose of

- Support in the organization and implementation of educations and examinations,
- Billing of the related services, the dispatch of invoices and possibly reminders as well as the communication for the processing of the purchased / purchased services,
- Organization of training events and
- Leadership of the members' individuality.

## 5. Deletion of data

The personal data are also processed and stored for the duration of the joint business relationship and the documentation conditions, in particular the Federal Tax Code (BAO).

According to §207 (2) in conjunction with §208 (1) (a) BAO, duties payable after ten years expire at the end of the year in which the claim for tax is levied. According to §132 BAO, tax-relevant books, records and documents are to be repealed for seven years. There were basically the dates deleted after ten years from termination of the contract.

## 6. Registration for courses

When booking a course offered by the operator, the following information of the user is stored for the purpose of processing the booking and subsequently providing the booked service: salutation, academic degree, first and last name, address, date of birth, e-mail address, telephone number and IP address.

The personal data disclosed by the user are only processed and used by the operator to the extent that they are necessary for the provision of the service.

In the course of this data processing, the operator forwards the collected personal data to the following third parties:

- if applicable, the hotel where the voyagers are accommodated
- if applicable the "UNIQA Österreich Versicherungen AG" at the conclusion of an accident insurance,
- if applicable, the "Europäische Reiseversicherung AG" upon conclusion of a travel cancellation insurance
- if applicable the Ski lift company, in the skiing area of the training,
- Course results ÖSSV (Austrian Ski and Snowboard Teachers Association) and
- the state government of Vienna.

## 7. Postal and e-mail newsletter

At least once a year, the operator sends a mail with content that relates primarily to information provided by the Snowsports GmbH. The shipment is made to all members of the Vienna Ski and Snowboard Instructor Association on the basis of Art. 6 para. 1 lit. b DSGVO (membership rights). Other persons are sent on the basis of Art. 6 para. 1 lit. e and f DSGVO.

For the purpose of sending the mail, personal data of the user, namely salutation, first and last name as well as the address and the e-mail address are collected and processed.

In addition, any user can unsubscribe from the mail or email newsletter at any time by sending an email to [office@snowsports.at](mailto:office@snowsports.at). After unsubscribing to the mail or email newsletter, the personal data of the user will be deleted from the mailing list, unless they are also processed for other purposes.

## 8. Job platform

If a user registers on the operator's job platform, personal data of the user, namely first name, surname, date of birth, address, telephone number and e-mail address are collected and processed. The data will only be published on the platform, but not forwarded to third parties or otherwise used.

By registering, the user, in accordance with Article 6 (1) (a) GDPR, gives his conclusive consent that his data may be used for the purpose of operating the job platform and published on the platform.

In the course of this data processing, the operator does not forward the collected personal data to any third parties.

## 9. Contact Form

When contacting the operator via the contact form, the following information is stored from the user for the purpose of processing the message as well as in the event that follow other messages:

- first and last name,
- e-mail address
- the IP address.

The personal data disclosed by the user are only processed and used by the operator to the extent that they are necessary for the processing of the message.

In the course of this data processing, the operator does not forward the collected personal data to any third parties.

## 10. RECORDING OF DATA ON THIS WEBSITE

### COOKIES

Open cookie settings

Our websites and pages use what the industry refers to as "cookies." Cookies are small text files that do not cause any damage to your device. They are either stored temporarily for the duration of a session (session cookies) or they are permanently archived on your device (permanent cookies). Session cookies are automatically deleted once you terminate your visit. Permanent cookies remain archived on your device until you actively delete them, or they are automatically eradicated by your web browser.

In some cases, it is possible that third-party cookies are stored on your device once you enter our site (third-party cookies). These cookies enable you or us to take advantage of certain services offered by the third party (e.g., cookies for the processing of payment services).

Cookies have a variety of functions. Many cookies are technically essential since certain website functions would not work in the absence of the cookies (e.g., the shopping cart function or the display of videos). The purpose of other cookies may be the analysis of user patterns or the display of promotional messages.

Cookies, which are required for the performance of electronic communication transactions (required cookies) or for the provision of certain functions you want to use (functional cookies, e.g., for the shopping cart function) or those that are necessary for the optimization of the website (e.g., cookies that provide measurable insights into the web audience), shall be stored on the basis of Art. 6(1)(f) GDPR, unless a different legal basis is cited. The operator of the website has a legitimate interest in the storage of cookies to ensure the technically error free and optimized provision of the operator's services. If your consent to the storage of the cookies has been requested, the respective cookies are stored exclusively on the basis of the consent obtained (Art. 6(1)(a) GDPR); this consent may be revoked at any time.

You have the option to set up your browser in such a manner that you will be notified any time cookies are placed and to permit the acceptance of cookies only in specific cases. You may also exclude the acceptance of cookies in certain cases or in general or activate the delete function for the automatic eradication of cookies when the browser closes. If cookies are deactivated, the functions of this website may be limited.

In the event that third-party cookies are used or if cookies are used for analytical purposes, we will separately notify you in conjunction with this Data Protection Policy and, if applicable, ask for your consent.

### SERVER LOG FILES

The provider of this website and its pages automatically collects and stores information in so-called server log files, which your browser communicates to us automatically. The information comprises:

- The type and version of browser used
- The used operating system
- Referrer URL
- The hostname of the accessing computer
- The time of the server inquiry
- The IP address

This data is not merged with other data sources.

This data is recorded on the basis of Art. 6(1)(f) GDPR. The operator of the website has a legitimate interest in the technically error free depiction and the optimization of the operator's website. In order to achieve this, server log files must be recorded.

### REQUEST BY E-MAIL, TELEPHONE OR FAX

If you contact us by e-mail, telephone or fax, your request, including all resulting personal data (name, request) will be stored and processed by us for the purpose of processing your request. We do not pass these data on without your consent.

These data are processed on the basis of Art. 6(1)(b) GDPR if your inquiry is related to the fulfillment of a contract or is required for the performance of pre-contractual measures. In all other cases, the data are processed on the basis of our legitimate interest in the effective handling of inquiries submitted to us (Art. 6(1)(f) GDPR) or on the basis of your consent (Art. 6(1)(a) GDPR) if it has been obtained.

The data sent by you to us via contact requests remain with us until you request us to delete, revoke your consent to the storage or the purpose for the data storage lapses (e.g. after completion of your request). Mandatory statutory provisions - in particular statutory retention periods - remain unaffected.

## 11. Social media plug-ins

The operator does not use so-called "social media plug-ins" (interfaces to social networks) on the website. There is only a link to Facebook, Instagram and a Youtube page of the Vienna Ski and Snowboard Teachers Association. When visiting this Facebook page, Facebook collects data (IP address, visit to the website etc.).

The data collection and processing is done in this case without the intervention and outside the responsibility of the operator. The collected data is used exclusively by Facebook and not by the operator. Further information can be found directly on the Facebook page ("I like it"), Facebook Inc., 1601 S California Ave., Palo Alto, CA, 94304, USA at <https://www.facebook.com/policy.php>

## 12. ANALYSIS TOOLS AND ADVERTISING

### GOOGLE TAG MANAGER

We use the Google Tag Manager. The provider is Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland.

The Google Tag Manager is a tool that allows us to integrate tracking or statistical tools and other technologies on our website. The Google Tag Manager itself does not create any user profiles, does not store cookies, and does not carry out any independent analyses. It only manages and runs the tools integrated via it. However, the Google Tag Manager does collect your IP address, which may also be transferred to Google's parent company in the United States.

The Google Tag Manager is used on the basis of Art. 6(1)(f) GDPR. The website operator has a legitimate interest in the quick and uncomplicated integration and administration of various tools on his website. If the relevant consent has been requested, the processing is carried out exclusively on the basis of Art. 6(1)(a) GDPR; the consent can be revoked at any time.

### GOOGLE ANALYTICS

This website uses functions of the web analysis service Google Analytics. The provider of this service is Google Ireland Limited ("Google"), Gordon House, Barrow Street, Dublin 4, Ireland.

Google Analytics enables the website operator to analyze the behavior patterns of website visitors. To that end, the website operator receives a variety of user data, such as pages accessed, time spent on the page, the utilized operating system and the user's origin. Google may consolidate these data in a profile that is allocated to the respective user or the user's device.

Furthermore, Google Analytics allows us to record your mouse and scroll movements and clicks, among other things. Google Analytics uses various modeling approaches to augment the collected data sets and uses machine learning technologies in data analysis.

Google Analytics uses technologies that make the recognition of the user for the purpose of analyzing the user behavior patterns (e.g., cookies or device fingerprinting). The website use information recorded by Google is, as a rule transferred to a Google server in the United States, where it is stored.

This analysis tool is used on the basis of Art. 6(1)(f) GDPR. The operator of this website has a legitimate interest in the analysis of user patterns to optimize both, the services offered online and the operator's advertising activities. If a corresponding

agreement has been requested (e.g., an agreement to the storage of cookies), the processing takes place exclusively on the basis of Art. 6(1)(a) GDPR; the agreement can be revoked at any time.

Data transmission to the US is based on the Standard Contractual Clauses (SCC) of the European Commission. Details can be found here: <https://privacy.google.com/businesses/controllerterms/mccs/>.

#### **IP anonymization**

On this website, we have activated the IP anonymization function. As a result, your IP address will be abbreviated by Google within the member states of the European Union or in other states that have ratified the Convention on the European Economic Area prior to its transmission to the United States. The full IP address will be transmitted to one of Google's servers in the United States and abbreviated there only in exceptional cases. On behalf of the operator of this website, Google shall use this information to analyze your use of this website to generate reports on website activities and to render other services to the operator of this website that are related to the use of the website and the Internet. The IP address transmitted in conjunction with Google Analytics from your browser shall not be merged with other data in Google's possession.

#### **Browser plug-in**

You can prevent the recording and processing of your data by Google by downloading and installing the browser plugin available under the following link: <https://tools.google.com/dlpage/gaoptout>.

For more information about the handling of user data by Google Analytics, please consult Google's Data Privacy Declaration at: <https://support.google.com/analytics/answer/6004245>.

#### **Contract data processing**

We have executed a contract data processing agreement with Google and are implementing the stringent provisions of the Austrian data protection agencies to the fullest when using Google Analytics.

#### **Demographic parameters provided by Google Analytics**

This website uses the "demographic characteristics" function of Google Analytics, to be able to display to the website visitor compatible ads within the Google advertising network. This allows reports to be created that contain information about the age, gender, and interests of the website visitors. The sources of this information are interest-related advertising by Google as well as visitor data obtained from third-party providers. This data cannot be allocated to a specific individual. You have the option to deactivate this function at any time by making pertinent settings changes for advertising in your Google account or you can generally prohibit the recording of your data by Google Analytics as explained in section "Objection to the recording of data".

#### **Archiving period**

Data on the user or incident level stored by Google linked to cookies, user IDs or advertising IDs (e.g., DoubleClick cookies, Android advertising ID) will be anonymized or deleted after 2 months. For details, please click the following link: <https://support.google.com/analytics/answer/7667196>.

#### **FACEBOOK PIXEL**

On the legal basis of your consent pursuant to Art. 6 (1) lit. a GDPR, we use within our website the Facebook Pixel of Facebook Ireland Ltd. (4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland). This enables us to show you information that is of interest to you on Facebook and to evaluate or optimize our Facebook advertisements with the anonymous data collected in this way (we do not see any personal data of individual users, only the overall effect). According to their data protection information, Facebook links this data to the

Facebook users' Facebook account and can therefore show them content that matches their interests. You can find specific information on how the Facebook Pixel works in the Facebook help area at: <https://de-de.facebook.com/business/help/651294705016616>. You can make settings for usage-based advertising on Facebook yourself in your Facebook account: <https://www.facebook.com/settings?tab=ads>. For more information, see Facebook's privacy policy at: <https://www.facebook.com/privacy/explanation>.

#### **YOUTUBE**

We embed videos from the "YouTube" platform provided by Google Ireland Ltd. (Gordon House, Barrow Street, Dublin 4, Ireland) in enhanced privacy mode. The implementation is based on Art. 6 (1) lit. f GDPR, whereby our interest lies in the smooth integration of the videos and the appealing design of our website. If a corresponding consent was requested, the processing takes place exclusively on the basis of your consent in accordance with Art. 6 (1) lit. a DSGVO, which you can revoke at any time for the future. If you call up a page in which we have embedded a YouTube video, a connection to the Google servers will be established and the content will be displayed on the website by notifying your browser. According to the information provided by Google, your data (in particular which of our websites you have visited) and device-specific information including the IP address will only be transmitted to the YouTube server in the extended data protection mode if you watch the video. In some cases, information is transmitted to the parent company Google Inc. based in the USA, to other Google companies and to external partners of Google, each of which may be located outside the European Union. By clicking on the video, you agree to this transmission. If you are logged in to Google at the same time, this information will be added to your member account assigned to Google. You can prevent this by logging out of your member account before visiting our website or by making individual settings in your Google account under the following link: <https://adssettings.google.com/authenticated>. More information on YouTube's privacy policy at: <https://www.google.com/policies/privacy/>.

### 13. PLUG-INS AND TOOLS

#### GOOGLE WEB FONTS (LOCAL EMBEDDING)

This website uses so-called Web Fonts provided by Google to ensure the uniform use of fonts on this site. These Google fonts are locally installed so that a connection to Google's servers will not be established in conjunction with this application.

For more information on Google Web Fonts, please follow this link: <https://developers.google.com/fonts/faq> and consult Google's Data Privacy Declaration under: <https://policies.google.com/privacy>.

#### FONT AWESOME (LOCAL EMBEDDING)

This website uses Font Awesome to ensure the uniform use of fonts on this site. Font Awesome is locally installed so that a connection to Fonticons, Inc.'s servers will not be established in conjunction with this application.

For more information on Font Awesome, please and consult the Data Privacy Declaration for Font Awesome under: <https://fontawesome.com/privacy>.

#### GOOGLE MAPS

This website uses the mapping service Google Maps. The provider is Google Ireland Limited ("Google"), Gordon House, Barrow Street, Dublin 4, Ireland.

To enable the use of the Google Maps features, your IP address must be stored. As a rule, this information is transferred to one of Google's servers in the United States, where it is archived. The operator of this website has no control over the data transfer. In case Google Maps has been activated, Google has the option to use Google web fonts for the purpose of the uniform depiction of fonts. When you access Google Maps, your browser will load the required web fonts into your browser cache, to correctly display text and fonts.

We use Google Maps to present our online content in an appealing manner and to make the locations disclosed on our website easy to find. This constitutes a legitimate interest as defined in Art. 6(1)(f) GDPR. If a respective declaration of consent has been obtained, the data shall be processed exclusively on the basis of Art. 6(1)(a) GDPR. This declaration of consent may be revoked at any time.

Data transmission to the US is based on the Standard Contractual Clauses (SCC) of the European Commission. Details can be found here:

<https://privacy.google.com/businesses/gdprcontrollerterms/> and <https://privacy.google.com/businesses/gdprcontrollerterms/sccs>  
/ For more information on the handling of user data, please review Google's Data Privacy Declaration under: <https://policies.google.com/privacy>.