

General Terms and Conditions for the Rental of Sports Equipment and Devices

(As of September 2023)

1. Scope of application

- 1.1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") apply to all contracts concerning the rental of sports equipment and other sports gear (hereinafter referred to as "**sports equipment**") concluded by a hotel operating company of the Falkensteiner Michaeler Tourism Group with customers who can be guests of the hotel or third parties (hereinafter referred to as "**Customers**").
- 1.2. These Terms and Conditions also apply when the Customer enters into the contract on behalf of a third party (e.g., children or spouses).

2. Online Reservations via Electronic Booking Platform (if available)

- 2.1. The use of the platform is only possible with registration and the disclosure of personal data.
- 2.2. On the platform, the Customer has the option to request sports equipment of a specific product category but not of a particular specification or brand for on-site rental by the responsible hotel operating company.

3. General Reservation, Rental, and Usage Conditions

3.1. Reservation Conditions

- 3.1.1. The hotel operating company is entitled to reject a customer's reservation request without stating reasons.
- 3.1.2. A confirmed reservation is binding for both the hotel operating company and the Customer.

3.2. Rental and Usage Conditions

- 3.2.1. The use of sports equipment and participation in all offered activities are solely and entirely at the Customer's own risk.
- 3.2.2. The Customer must strictly adhere to the instructions of the hotel operating company regarding the use of sports equipment. The Customer is responsible for damages to the sports equipment resulting from improper or non-compliant use and must indemnify and hold the operating company harmless in this regard.
- 3.2.3. The use of sports equipment is not permitted for individuals with physical impairments that would hinder proper use or for those under the influence of alcohol, drugs, or medication.
- 3.2.4. Presentation of an official photo ID and a credit card is required for renting sports equipment. The hotel operating company is entitled to request a security deposit in the form of the presentation of an official photo ID and/or a deposit.
- 3.2.5. Rental is based on the price list available at the hotel operating company, which includes rental fees, or as communicated to the Customer by the hotel operating company.
- 3.2.6. The Customer is obliged to return the sports equipment to the hotel operating company's distribution station on time. Failure to return it on time allows the hotel operating company to charge the daily rental fee for each day exceeding the rental period and/or demand the return of the rented item.

- 3.2.7. The rental fee is to be paid for the pre-agreed rental duration, regardless of external influences, weather conditions, or the operation status of facilities required for the use of sports equipment (e.g., bike paths, trails, ski lifts, slopes, etc.).
- 3.2.8. Due to the customization and necessary personal settings of sports equipment (e.g., ski bindings, bike settings), only the Customer is allowed to use it, unless the contract was explicitly concluded for use by a family member (e.g., children, spouses). Failure to comply with this provision makes the Customer liable for all resulting damages. The hotel operating company assumes no liability for third parties.
- 3.2.9. The hotel operating company adjusts sports equipment to the Customer's provided information regarding physical characteristics and athletic abilities based on general experience and manufacturer's instructions.
- 3.2.10. The Customer must promptly inform the hotel operating company of any damage, loss, or theft of sports equipment and replace the costs immediately upon request. Sports equipment is generally not insured against theft or other damages.
- 3.2.11. If there is an exceptional insurance for specific sports equipment, the extent of coverage will be communicated to the Customer. In case of insurance coverage, the Customer will not be charged for the damage caused. When obtaining insurance, the Customer is obligated to promptly take all necessary actions to enforce the hotel operating company's claims against the insurer. This includes not only but also filing a police report or disclosing any potential damage causer.
- 3.2.12. If a Customer is unable to use the sports equipment due to illness or accident after reservation, the obligation to pay the rental fee is waived from the moment of early return of the sports equipment. The Customer must provide proof of the inability to use the equipment by submitting a certificate issued by a domestic doctor or hospital.
- 3.2.13. The Customer will not receive a refund for early return of sports equipment.
- 3.2.14. The Customer is responsible for the proper return of the sports equipment in the condition in which it was received. Any damages to the sports equipment must be compensated, and it is at the discretion of the hotel operating company to either repair the sports equipment or replace it with a new one.
- 3.2.15. Exchange of sports equipment for an equivalent item is possible at any time during the rental period. Exchange for sports equipment of a higher category is possible for an additional charge.

4. Ski/Snowboards and Accessories

The following provisions apply additionally to the rental of ski/snowboards and accessories.

- 4.1. Ski boots are adjusted to the ski bindings, and both rental items comply with the safety requirements of ISO standard 13993. Separate safety checks are not carried out. If a customer's own ski boot does not meet the requirements of ISO 5355 standard, it will not be accepted.
- 4.2. Depending on availability, each hotel operating company will either manually adjust the ski binding according to the ISO number or conduct a separate electronic binding test in accordance with ISO standard 11088. There is no legal entitlement to an electronic binding test.

5. Bicycles/E-Bikes/Scooters/Segways

The following provisions apply additionally to the rental of bicycles/E-bikes/scooters/Segways.

- 5.1. When operating bicycles/E-bikes/scooters/Segways, it should be noted that they are considered bicycles under traffic regulations (StVO) and, accordingly, the prescribed safety regulations must be adhered to. In particular, wearing a helmet is recommended and, according to legal requirements, may be mandatory.

5.2. The use of bicycles/E-bikes/scooters/Segways is at the customer's own risk. The customer is responsible civilly and criminally for any personal, property, or financial damages caused by them. Any traffic fines will be forwarded to the customer for handling and payment.

5.3. To prevent theft, the sports equipment should be securely attached to fixed objects. A bicycle lock will be provided by the hotel operating company.

6. Rental Fees and Payment Terms

6.1. The rental fees can be found in the current price list unless otherwise communicated by the hotel operating company to the customer.

6.2. If the customer is a hotel guest of a hotel operating company, the rental fee will be added to the room bill. This must be paid upon leaving the hotel.

6.3. A customer who is not a hotel guest of a hotel operating company must settle the rental fee before receiving the sports equipment.

7. Liability of the Hotel Operating Company

7.1. In the event of injury to life, body, or health caused by the hotel operating company, it shall be liable even in cases of slight negligence.

7.2. In all other cases (e.g., contractual breaches and tortious acts), the hotel operating company shall only be liable in cases of intent or gross negligence.

7.3. Liability is in any case limited to the damage that is typically foreseeable under the contract.

7.4. There is no liability beyond this.

8. Place of Performance, Jurisdiction, and Choice of Law

8.1. The place of performance is the location where the hotel operating company is situated.

8.2. The contract is subject to Austrian law, excluding the rules of international private law (in particular IPRG and EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods.

8.3. If the contract is concluded with a consumer who has their residence or habitual residence in Austria, lawsuits against the consumer can only be brought at the consumer's place of residence, habitual residence, or place of employment.

8.4. If the contract is concluded with a consumer who resides in a member state of the European Union (excluding Austria), Iceland, Norway, or Switzerland, the court with jurisdiction for the consumer's residence is exclusively competent for lawsuits against the consumer, both in terms of location and subject matter.

9. Data Protection

9.1. The hotel operating company complies with data protection regulations in their currently valid version. Personal data is only collected, used, and disclosed if it is legally permitted or if the customer consents.

9.2. Detailed information on the processing of personal data, processing operations, and data subject rights can be found in the privacy policy of FMTG Services GmbH, which also applies to the hotel operating company. This information is available at <https://www.falkensteiner.com/en/privacy-policy>.