

TERMS OF PARTICIPATION AND CANCELLATION

The booking of one or more travel services with Snowsports GmbH, Holetschekgasse 60, 1210 Vienna, is made based on the following conditions, unless otherwise agreed with the customer. These conditions form the basis of the contract that the booker enters into with Snowsports GmbH as the organizer, either directly or through an intermediary.

Snowsports GmbH may act as an intermediary (Section A) and/or as an organizer (Section B). The intermediary assumes the obligation to endeavor to obtain claims for services from third parties (organizers, transport companies, hoteliers, etc.). The organizer is the company that either offers multiple tourist services at a package price (package tour/event) or provides individual tourist services as its own services, generally available in its brochures, advertisements, etc.

A company acting as a tour operator can also act as an intermediary when arranging third-party services (e.g., optional excursions at the holiday destination), provided that this intermediary function is indicated.

The following conditions constitute the contractual text under which travel agencies usually enter into contracts with their customers/travelers (note: within the meaning of the Consumer Protection Act) as intermediaries (Section A) or as organizers (Section B).

The specific terms of:

- the mediated tour operators,
- the mediated transport companies (e.g., train, bus, plane, and ship), and
- other mediated service providers take precedence.

A. Snowsports GmbH AS AN INTERMEDIARY

The following terms form the basis of the contract (management contract) that customers enter into with Snowsports GmbH as an intermediary.

1 Booking / Contract Conclusion

The booking is made online via the website www.snowsports.at. Participation is only possible with timely registration and full payment of the travel fees. Booking through the website is binding! By booking, the registrant confirms their physical and health suitability to participate in the trip (or course). Due to high demand, the registration deadline may be brought forward.

Anyone who makes a booking for themselves or others is considered the client and assumes, in the absence of other declarations, the obligations arising from the assignment to the travel agency (payments, cancellation from the contract, etc.). Travel agencies accepting bookings must provide the traveler with confirmation of the travel contract (travel confirmation) at or promptly after the conclusion of the contract.

2 Information and Other Additional Services

2.1 Information on Passport, Visa, Currency, Customs, and Health Regulations It is assumed that a valid passport is generally required for travel abroad. The travel agency must inform the customer about the respective additional foreign passport, visa, and health regulations for entry, and upon request, about currency and customs regulations, insofar as these can be obtained in Austria. The customer is otherwise responsible for compliance with these regulations. Upon request, the travel agency will, if possible, provide information on specific regulations for foreigners, stateless persons, and holders of dual citizenship.

2.2 Information about the Travel Service

The travel agency is obligated to present the mediated service of the tour operator or service provider to the best of its knowledge, considering the specifics of the mediated contract and the conditions of the respective destination country or location.

3 Legal Status and Liability

The liability of the travel agency extends to:

- the careful selection of the respective organizer or service provider as well as the careful evaluation of experiences gained;
- the impeccable provision of services, including appropriate information to the customer and issuance of travel documents;
- the verifiable forwarding of notifications, declarations of intent, and payments between customers and the mediated company and vice versa (such as changes to the agreed service and price, cancellation declarations, complaints).

The travel agency is not liable for the provision of the service mediated or arranged by it. The travel agency must disclose the business name (product name), address of the tour operator, and, if applicable, an insurer's name with the travel confirmation unless this information is already provided in the brochure, catalog, or other detailed advertising materials. If it fails to do so, it is liable to the customer as the organizer or service provider.

4 Service Disruptions

If the travel agency violates the obligations it owes from the contractual relationship, it is liable to the customer for damages arising as a result unless it proves that it is not guilty of intent or gross negligence. For contractual violations due to slight negligence, the travel agency is liable to the customer for damages resulting from this up to the amount of the commission for the mediated business.

B. SNOWSPORTS GmbH AS AN ORGANIZER

The following terms form the basis of the contract – hereafter referred to as the travel contract – that the booker concludes with Snowsports GmbH, either directly or through an intermediary. In the event of a direct contract, Snowsports GmbH assumes intermediary duties accordingly.

1 Booking / Contract Conclusion The travel contract between the booker and the organizer is established when there is agreement on the essential contract components (price, service, and date). This results in rights and obligations for the customer. Booking is done online via the website www.snowsports.at. Participation is only possible with timely registration and full payment of travel fees. The online booking is binding! By booking, the registrant confirms their physical and health suitability to participate in the trip (or course) as well as their fulfillment of the sporting and other course prerequisites. Due to high demand, the registration deadline may be brought forward.

2 Substitution of Participant It is possible to replace the participant if the substitute person is physically and medically fit and meets all other participation requirements and conditions. This can occur in two ways:

2.1 Transfer of Claim to Travel Services The booker's obligations from the travel contract remain if they transfer all or part of the claims under this contract to a third party. In this case, the booker bears any resulting additional costs.

2.2 Transfer of the Travel Arrangement If the customer cannot participate in the trip, they may transfer the contractual relationship to another person. This transfer must be notified to the organizer either directly or via the intermediary within a reasonable period before departure. The organizer may specify a concrete deadline in advance. The transferor and the transferee are jointly and severally liable for the unpaid fee and any additional costs resulting from the transfer.

3 Contract Content, Information, and Other Additional Services Beyond the information obligations of the intermediary (namely information about passport, visa, currency, customs, and health regulations for entry), the organizer must provide adequate information about the services they offer. The service descriptions in the catalog or brochure valid at the time of booking, as well as other information contained therein, are part of the travel contract, unless other agreements are made at the time of booking. It is recommended to record such agreements in writing.

4 Travel with Special Risks For trips with special risks (e.g., expeditions, alpine courses, ski instructor and snowboard instructor courses, technical courses), the organizer is not liable for the consequences of these risks, provided they occur outside its area of duty. However, the organizer is obliged to carefully prepare the trip and carefully select the individuals and companies entrusted with providing the individual travel services.

5 Legal Basis in Case of Service Disruptions

5.1 Warranty The customer has a warranty claim in the event of a service not provided or provided inadequately. The customer agrees that the organizer will provide a defect-free service or remedy the inadequate service within a reasonable period as a replacement for the claim for cancellation or price reduction. Remedy can be provided by eliminating the defect or providing an equal or higher-value replacement service with the customer's explicit consent.

5.2 Compensation The organizer, trainers, coaches, guides, and supervisors are only liable for accidents and damages to participants in cases of gross negligence or intent, except for personal injuries. Liability for lost profits, damages to third parties, or indirect damages is excluded.

The absence of accident or liability insurance is solely the responsibility of the participant.

Skiing and snowboarding are high-risk sports where accidents and injuries can occur. The customer is required to check the specific contents of the course before booking and only book if they meet the sporting and physical prerequisites. The organizer is not liable for snow, slope, terrain, and weather conditions or for any obstacles. The customer acknowledges that the courses involve high-level professional training, and they are responsible for maintaining the necessary qualifications each day. As this is professional training that includes instructing ski and snowboard students, challenging terrain and weather conditions are part of the training. The organizer is not liable for the participant's qualifications or prerequisites.

It is expressly stated that the training involves driving under challenging conditions as required in the profile of a ski or snowboard instructor: mogul slopes, icy slopes, steep and flat slopes, slopes with little or no snow, slopes with different snow and ice conditions, racing conditions, deep snow, breakable crust, wet snow, obstacles, terrain parks, forests, fog, snow, rain, poor visibility, ice chunks, hidden stones, rocks, practice equipment, and changing ski equipment.

The customer acknowledges that it is their responsibility to assess their own skiing ability and refrain from participating in exercises and runs beyond their skill level or physical condition. Neither the organizer nor the instructors can assess the customer's ability for every single exercise and run.

5.3 Reporting Deficiencies The customer must immediately report any deficiencies they detect during the trip to a representative of the organizer. This requires that such a representative has been disclosed to them and is reachable at the location without significant effort. Failure to report does not affect the customer's warranty claims as described in 5.1. However, it may be considered contributory negligence and may reduce their potential compensation claims. The organizer must have informed the customer in writing, either directly or through the intermediary, of this notification obligation. The customer must also be informed that failure to notify does not affect their warranty claims but may be considered contributory negligence. In the absence of a local representative, it is recommended to notify the respective service provider (e.g., hotel, airline) or the organizer directly of deficiencies and request remedial action.

6 Assertion of Claims To facilitate the assertion of claims, customers are advised to obtain written confirmations of the non-performance or deficient performance of services or to secure receipts, evidence, and witness statements. Warranty claims from consumers can be asserted within 2 years from the start of the trip. Compensation claims expire after 3 years from the time the damage and the injuring party are known. In the interest of the traveler, it is recommended to assert claims immediately after returning from the trip directly with the organizer or through the intermediary travel agency, as the delay may make it more challenging to provide evidence.

7 Withdrawal from the Contract

7.1 Customer Withdrawal before Departure

a) Withdrawal without Cancellation Fee In addition to the statutory rights of withdrawal, the customer may withdraw before the start of the service without any claims from the organizer in the following cases: If essential contract components, including the travel price, are substantially altered. If the intended purpose or character of the travel event is thwarted, or if an increase in the agreed travel price by more than 10% as per Section 8.1 occurs. The organizer is obligated to immediately notify the customer of the contract change and inform them of the choice to either accept the contract change or withdraw from the contract. The customer must exercise this choice promptly. If the organizer is at fault for the event entitling the customer to withdraw, the organizer is liable for damages to the customer.

b) Right to Substitute Services If the customer does not exercise the withdrawal options in lit. a, and if the organizer cancels the tour without the customer's fault, the customer may demand performance through participation in an equivalent substitute tour, provided the organizer is capable of providing this service. In addition to the right to choose, the customer is also entitled to claim damages for non-performance of the contract, unless Section 7.2 applies.

c) Withdrawal with Cancellation Fee The cancellation fee is proportional to the travel price, calculated based on the timing of the withdrawal notice. The travel price or package price is understood as the total price of the contractually agreed services. In all cases not covered under lit. a, the customer is entitled to withdraw from the contract by paying a cancellation fee. If the cancellation fee is unreasonable, it can be reduced by a court.

The following cancellation rates apply per person:

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

Notice of Withdrawal When withdrawing from the contract, the customer (client) must inform the travel agency where the trip was booked. The contract withdrawal (cancellation) must be made in writing exclusively via email to office@snowsports.at before the start of the trip.

d) No-Show A no-show occurs if the customer fails to commence the trip due to a lack of intent to travel or if they miss the start due to negligence or chance. If it is clear that the customer can no longer or does not wish to use the remaining travel service, they must pay 85% of the travel price.

If the rates mentioned above are deemed unreasonable, they may be reduced by a court in individual cases.

7.2 Protection of the Paid Travel Amount by "Europäische Reiseversicherung AG"

By paying an insurance premium when booking, the customer can secure a cancellation insurance policy with "Europäische Reiseversicherung AG," Kratochwjlestraße 4, A-1220 Vienna. Reimbursement of travel costs by Europäische Reiseversicherung AG requires proof of a cancellation or interruption reason covered by the insurance.

The premium is based on the insured travel price. More information on travel insurance with Europäische Reiseversicherung AG is available at: https://service.europaeische.at/doc/en/Information_document_CompleteCover-IPID-KS_2024-EN-001.pdf

Examination fees for retakes cannot be insured.

7.3 Organizer Withdrawal before Departure

a) Organizer's Release from Performance

The organizer is released from contract performance if a minimum number of participants, specified in the advertisement, is not reached and if the customer is informed of the cancellation within the following time limits:

- Up to the 20th day before departure for trips longer than 6 days,
- Up to the 7th day before departure for trips between 2 and 6 days,
- Up to 48 hours before departure for day trips.

If the organizer's failure to meet the minimum number of participants is due to more than slight negligence, the customer can claim compensation, which is set at the level of the cancellation fee. This does not prevent the customer from claiming damages that exceed this amount.

b) Cancellation due to Force Majeure



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The cancellation is due to force majeure, meaning extraordinary and unforeseeable events beyond control (e.g., government orders, strikes, war-like situations, epidemics, natural disasters, etc.). Overbooking does not count as force majeure, but government orders, strikes, wars, epidemics, and natural disasters do.

c) Cancellation Due to Weather and Snow Conditions

The organizer is released from performance if local weather and snow conditions do not allow the trip to proceed. The organizer decides if the conditions permit the trip.

In cases a), b), and c), the customer receives a refund of the amount paid. The right to choose a replacement service as per Section 7.1.b applies. If the organizer withdraws per Section 7.3 under points a), b), and c), no compensation is provided for customer expenses, including third-party booked travel (flight costs, train costs, etc.), extra accommodation costs, or visa costs. Paid travel fees and examination fees are fully refunded in case of cancellation.

7.4 Organizer's Withdrawal after Trip Commencement

The organizer is released from contract performance after the trip has begun in the following cases:

a) Trip Interruption Due to Force Majeure If the trip must be interrupted due to force majeure, meaning extraordinary and unforeseeable events beyond control (e.g., government orders, strikes, wars, epidemics, natural disasters, etc.), the organizer is released from liability.

b) Trip Interruption Due to Weather and Snow Conditions The organizer may stop the trip if local weather and snow conditions prevent the continuation. The organizer decides if conditions allow further continuation.

c) Gross Misconduct by the Customer The organizer may withdraw if the customer engages in gross misconduct, including sexist, racist, or offensive actions or statements; causes damage (including to hotels or course facilities); fails to attend without an excuse; violates alcohol and smoking bans during course times; fails to meet course prerequisites; or breaches behavioral rules disclosed at the start. The customer must hold the organizer harmless from claims made by third parties due to the customer's conduct.

8 Changes to the Contract

8.1 Price Changes

The organizer reserves the right to increase the confirmed travel price for reasons beyond its control if the travel date is more than two months after the contract is concluded. Such reasons include increases in transport prices (e.g., lift, cable car costs) or hotel costs. If such costs decrease, this will be passed on to the traveler.

Within the two-month period before travel, price increases are only allowed if agreed upon at the time of booking and noted on the booking slip.

No price changes are allowed starting from the 20th day before the departure date.

A price adjustment is permitted only if the exact method of calculating the new price is stipulated under the agreed conditions. Price changes and their circumstances must be communicated to the customer immediately. If the travel price changes by more than 10%, the customer is entitled to withdraw from the contract without a cancellation fee (see Section 7.1.a).

9 Disclosure of Information to Third Parties

Information about travelers' names and locations will not be provided to third parties, even in urgent cases, unless the traveler has explicitly requested disclosure. Any costs incurred for urgent message transmission are the customer's responsibility. It is therefore recommended that travelers provide their families with the hotel's exact address.

C. Payment Modalities

Payments for booked trips must be made as follows: A deposit (20% of the total price) is due upon booking. The remaining balance is due at least 20 days before departure without further prompting. For bookings made less than 20 days before departure, the full amount is due immediately. Examination fees for retake exams are due in full immediately.

1 Bank Fees

Austrian bank fees are covered by Snowsports GmbH, while any bank fees incurred in the customer's country are their responsibility.

2 Payment Options

For trips booked on www.snowsports.at, the following payment methods are available:

- Credit card: Visa and Mastercard
- Bank transfer

3 Bank Details

Payments should be made directly to the following account:

Bank: Bank Austria

Name: Snowsports GmbH

IBAN: AT98 1200 0516 0100 7608

BIC: BKAUATWW



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4 Reminders and Damages In the event of late or incomplete down payments or remaining payments, Snowsports GmbH reserves the right to issue a reminder with a deadline. If the payment is not made, Snowsports GmbH may cancel the contract and claim damages based on the cancellation rates.

D. Personal Data

Personal data provided to us will be electronically processed and used to establish, execute, or terminate the travel contract and for customer support purposes. Snowsports GmbH complies with the GDPR provisions when collecting, processing, and using personal data. For further details, please refer to the privacy policy.

E. Photographs

Travel participants agree to and consent that photos and images of individuals or groups taken during a trip by Snowsports GmbH employees may be used in print or electronic media (internet) for documentation and promotional purposes. Participants understand that they have no financial, copyright, or data protection claims in the event of publication. Participants are aware that photos and images may also be used for commercial purposes and explicitly agree to this.

F. Additional Terms for Instructor Training Courses

1 Illness/Injury During a Training Course In the event of illness or injury between days 1 and 5 of a training course, participants will receive a 30% discount on the course fee for a new booking (upon presentation of a medical certificate from the travel location). Refunds for lift tickets with medical proof must be handled directly with the lift company. There are no refunds for partial hotel costs.

2 Rebooking Upon customer request, one-time changes to the date, accommodation, or individual services can be made up to 30 days before departure, subject to availability. A rebooking fee of €30 will apply in addition to any changes in the travel price.

3 Insurance Skiing and snowboarding are high-risk sports where injuries can occur. Each participant is responsible for obtaining sufficient health, accident, liability, and trip cancellation insurance. The travel prices do not include insurance. Purchasing suitable insurance is highly recommended.

Please note that the training course is categorized as a "professional event," which may void coverage under some other insurance plans (e.g., ÖSV, Alpenverein, Snowsports Academy membership insurance).

4 Liability Disclaimer The organizer, instructors, trainers, and guides are only liable for accidents and damages to participants or third parties in cases of gross negligence or intent. Participants are solely responsible for obtaining their own accident or liability insurance. Skiing and snowboarding are high-risk sports with potential for accidents and injuries.

5 Examinations for Training Courses Exams for ski or snowboard instructors are conducted by the Vienna Ski and Snowboard Instructor Association under the provisions of the Vienna State Law "Law on Instruction in Winter Sports."

5.1 Validity of the Qualification The organizer primarily trains ski and snowboard instructors for Austrian ski and snowboard schools. Although the training is recognized in many other countries, recognition depends on specific regulations and laws of the destination country, so it is recommended to clarify this in advance.

Austria is divided into several federal states, each with its own law for ski schools with varying requirements and interpretations. However, a mutual agreement between the federal associations of the states enables the automatic recognition of German-language Austrian qualifications throughout Austria. Therefore, the organizer's German-language training is recognized in all Austrian federal states.

The organizer is the only association in Austria offering training courses and exams in both German and English. It is important to note that some Austrian federal states require German language skills to work as a snow sports instructor. Therefore, we recommend taking the exam in German if you intend to work in Austria. Otherwise, only an international certificate can be issued, recognized in many countries but not in all regions in Austria.

G. Accident Insurance Offering

It is possible to purchase accident insurance (including helicopter rescue) for the duration of the trip at the time of booking. The contracting party is UNIQA Österreich Versicherungen AG, A-1029 Vienna, Untere Donaustraße 21. The insurance covers only accidents occurring within the travel program, during ski/snowboard instructor training, and on the direct route to and from the location.

Insurance Coverage:

Permanent disability (400%): EUR 35,000.00

Maximum coverage: EUR 140,000.00

Accident costs: EUR 2,000.00

Progression 25 - 400% (compact variant)

Up to 25% disability grade: linear compensation

- For the portion exceeding 25% but not 50% of the disability grade: 2x compensation
- For the portion exceeding 50% but not 90% of the disability grade: 3x compensation
- From a disability grade of 91% and above: 400% of the insured sum

Additional Benefits (at no extra charge):



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- **Rescue Costs:** Rescue costs (including helicopter rescue) up to EUR 15,000.00
- **Immediate Payment:** Following an 11-day hospital stay, EUR 1,500.00 will be paid immediately as an advance on possible disability compensation.
- **Cosmetic Surgery:** Coverage up to EUR 10,000.00 for cosmetic surgeries resulting from an accident.
- **Rehabilitation Allowance:** If a rehabilitation stay is necessary within 6 weeks after a hospital stay, UNIQA pays an allowance of 1% of the insured sum for permanent disability.
- **Accidents due to Heart Attack or Stroke:** Covered according to policy.
- **Dislocations, Strains, Meniscus Injuries:** Covered according to policy.
- **Repatriation and Funeral Costs:** Coverage up to 5% of the death benefit sum, up to EUR 7,000.00.
- **Traditional Chinese Medicine (TCM):** Coverage up to 30% of the sum insured for traditional Chinese medicine treatments, including acupuncture, acupressure, Chinese pharmacology, and Shiatsu, even without a medical prescription.

Privacy Policy

1. General

This privacy statement clears the users of the website 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. 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.

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

The data protection officer of the operator can be contacted by email at 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.



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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

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.

REVOCAION 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.



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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. 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.



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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>.



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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



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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>.