

General terms and conditions of Bayerische Zugspitzbahn Bergbahn AG for orders in the online shop at www.zugspitze.de

From November 2022

The customer's contractual partner is

Bayerische Zugspitzbahn Bergbahn AG represented by the CEO
Olympiastrasse 31
82467 Garmisch-Partenkirchen
Germany
Phone: +49 8821 797-0
Fax: +49 8821 797-9009
E-mail: zugspitzbahn@zugspitze.de
("BZB", "Zugspitz Shop" or "we")

In our webshop, you („the customer“) can purchase online tickets (Print@Home ticket, Pickup ticket or reload KeyCard) and vouchers (Print@Home or by post) and book events.

§ 1 Scope of application / terms

(1) For the business relationship between our webshop and the customer, the following General Terms and Conditions apply exclusively in the version valid at the time of the order. Deviating terms and conditions of the customer shall not be recognized unless the provider expressly agrees to their validity in writing.

(2) A consumer (§ 13 of the German Civil Code (BGB)) is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession. An entrepreneur (§ 14 of the German Civil Code (BGB)) is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, is acting in the exercise of their commercial or independent professional activity. These GTC apply regardless of whether you are a consumer, entrepreneur or merchant.

(3) All agreements made between you and us in connection with the purchase contract result in particular from these Terms and Conditions of Sale, our written order confirmation and our declaration of acceptance.

(4) These GTC are written in German and can be downloaded by the customer into his working memory. The GTC can also be printed out by the customer using the print function. Upon request, these GTC can be requested in digital or written form by calling +49 8821 797-0 or by sending an e-mail to zugspitzbahn@zugspitze.de.

(5) You can purchase online tickets and vouchers and book events via the webshop. Please note that consumers are only granted a right of withdrawal for the purchase of vouchers and that a right of withdrawal cannot be granted for online tickets or event bookings. Details are regulated in § 4 of these GTC.

§ 2 Product selection - Order process

(1) The presentation and advertising of items in our online shop do not constitute a binding offer to conclude a purchase contract.

(2) The customer can choose between the categories tickets, events and vouchers in the store area of the website www.zugspitze.de and click on the desired products. These are collected in a virtual shopping cart. Above the order button, the customer is informed about:

1. the key characteristics of the goods;
2. the total price of the goods including all related price components as well as all taxes paid via the BZB or, if no exact price can be given, its basis of calculation, which enables the consumer to check the price,
3. any additional delivery and shipping costs (see also section 6 “Prices and delivery costs”) as well as an indication of other potential taxes or costs which cannot be deducted or invoiced by the entrepreneur.

(3) If tickets are ordered for children, young people or families, the tickets must be personalised with a date of birth.

(4) Before submitting the order, BZB enables the customer to check the order for correctness of content, in particular price and quantity, and to correct it if necessary. However, the order can only be submitted and transmitted if the customer has confirmed by clicking on a separate button that he has read and accepted the GTC/cancellation policy, [privacy policy](#) and [information obligations](#).

(5) By clicking on “Place order”, the customer is submitting a binding offer to purchase the goods in the basket. In doing so, the customer also expressly confirms that he or she is undertaking to make a payment.

(6) The webshop then sends the customer an automatic confirmation by email, in which the customer’s order and these General Terms and Conditions are repeated and displayed. The customer can print out the General Terms and Conditions using the „Print“ function.

(7) The contract is only concluded by express confirmation in text form; as a rule, the purchased product is also sent to the customer electronically by e-mail at the same time, which means that the „goods“ have already been sent and the contract is fulfilled by BZB in this respect.

§ 3 The individual offers and purchase options in the webshop

(1) Online tickets in three possible variants: Print@Home ticket, pick-up ticket or reloading an existing keycard.

1. Print@Home ticket: The ticket purchased online is printed at home or remains on the mobile phone as a PDF file. The customer goes straight through the turnstile using the barcode on the ticket they printed out themselves or on their mobile phone.
2. Pick-up ticket: The customer receives a QR code together with the booking confirmation and can use it to pick up the ticket at the BZB ticket offices or collection machines. The customer can only pass through the turnstile with this ticket.
3. Reloading a KeyCard in the online shop is only possible if the customer already has a KeyCard. To make a booking, all mandatory fields in the online shop must be filled out completely and correctly. The customer is responsible for entering their data (KeyCard identification number) correctly. There is no plausibility check of the KeyCard identification number. If the number is entered incorrectly, the KeyCard will not work. Confirmation of activation will only be sent to the customer to the email address provided.
4. Period of validity: The tickets are only valid for a limited period of time, namely for the selected day and only until the last day of the respective summer or winter season. Tickets that have not been used until then will expire completely when the season changes.

(2) Vouchers:

1. The Customer can purchase vouchers which can be redeemed at a later date in exchange for certain services. Vouchers are processed by our partner (<https://www.incert.at/>). The customer can redeem the purchased voucher for a ticket or another BZB service (e.g. food and drink). Vouchers can be partially redeemed.

2. Vouchers are available for amounts that are free to choose as well as for set amounts with a specific recommended service (e.g. a round trip on the Zugspitze).
3. The customer has the opportunity to purchase non-personalized vouchers. The corresponding value is managed via a code (barcode and number code) on the voucher. The guest can also purchase personalized vouchers with individual text and/or images.
4. Period of validity: The maximum validity of the vouchers is ten years from the date of purchase.

(3) Online booking of events:

The customer books a ticket online for an event on a specified day. An event booking usually consists of different individual services. In addition to the cable car/cogwheel train ticket, depending on the event, it may include, for example, a reserved place for the event or a catering service. The event ticket is issued either as a print@home ticket or pickup ticket (see Section 3 Paragraph 1 for details). The ticket is only valid on the booked event day. If it is not redeemed or not redeemed on time, it will expire.

When purchasing online tickets, booking an event or redeeming vouchers, the customer concludes a transport contract with BZB. The [General Conditions of Carriage](#) of the BZB are decisive for this transport contract.

§ 4 Consumer's right of withdrawal

(1) There is no right of withdrawal for online tickets in accordance with Section 3 Paragraph 1 (print@home ticket, pickup ticket, reloading a KeyCard) and when booking events online in accordance with Section 3 Paragraph 3, due to the legal regulation in accordance with Section 312g No. 9 BGB.

(2) For events, the customer can withdraw from the event if the appointment is moved to another date or if events are canceled. In the event of a cancellation or changed event dates, the customer will be informed by the BZB by email and, if possible, by telephone after knowing this information. The BZB reserves the right to withdraw in the event of impossibility, particularly in cases of force majeure (see § 9). In this case of withdrawal, BZB will inform the customer immediately after becoming aware of all the circumstances justifying the impossibility. In the event of a justified withdrawal, the BZB will take back tickets up to 14 days after the relevant event date without charging cancellation fees and will immediately reimburse the customer for any ticket costs paid.

(3) If you are a consumer (see Section 1 Paragraph 1), you are entitled to a right of withdrawal in accordance with the legal provisions when purchasing vouchers within the meaning of Section 3 Paragraph 2.

(4) If you as a consumer make use of your right of withdrawal in accordance with sections 2 and 3, you must bear the regular costs of returning the goods.

(5) Otherwise, the following regulations apply to the right of withdrawal:

– WITHDRAWAL POLICY –

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods, or if you have ordered one or more goods as part of a single order and the goods are delivered separately, fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the last goods.

In order to exercise your right of withdrawal, you must inform us

Bayerische Zugspitzbahn Bergbahn AG
Olympiastraße 31, 82467 Garmisch-Partenkirchen, Germany
E-mail: zugspitzbahn@zugspitze.de
Phone: +49 8821 797 0, Fax: +49 8821 797 9009

of your decision to withdraw from this contract by means of a clear statement (e.g. by e-mail, postal letter or fax). You can use the attached sample withdrawal form, but this is not mandatory. You can also electronically complete and submit the sample withdrawal form or another clear declaration on our website <https://zugspitze.de/shop/muster-widerruf.pdf>. If you make use of this option, we will send you a confirmation of receipt of such a revocation as soon as possible (e.g. by e-mail).

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

– END OF THE WITHDRAWAL POLICY –

The right of withdrawal does not apply to distance selling contracts, among others

- i. for the delivery of goods which have been manufactured according to customer specifications or which are clearly tailored to personal needs or which are not suitable for return due to their nature or which can spoil quickly or whose expiry date would be exceeded,
- ii. for the provision of services in the areas of accommodation for purposes other than residential purposes, transportation of goods, vehicle rental, delivery of food and beverages and for the provision of other services in connection with leisure activities, if the contract provides for a specific date or period for the provision.

Sample withdrawal form

If you wish to withdraw from the contract, please fill out this form and send it back to

Bayerische Zugspitzbahn Bergbahn AG
Olympiastrasse 31
82467 Garmisch-Partenkirchen
Garmisch-Partenkirchen, Germany

E-mail: zugspitzbahn@zugspitze.de
Fax: +49 8821 797 9009

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following services (*)

Ordered on (*) / received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(*) Cross out as appropriate.

§ 5 Prices and shipping costs

- (1) All prices quoted in our online shop are gross prices including statutory VAT.
- (2) Online tickets in any form as well as tickets for events are transmitted exclusively electronically by e-mail. There are no shipping costs.
- (3) Vouchers can be sent to EU countries by post. In this case, the customer will not incur any shipping costs. In the event of a withdrawal (§ 4), however, the customer shall bear the costs of the return shipment.

§ 6 Terms of payment

- (1) Payment is made via the payment provider „Adyen“ by credit card or PayPal.
- (2) The total price of the order is due for payment immediately upon conclusion of the contract. Prices on the invoice are always end customer prices including VAT. There is no possibility of discount deduction.

§ 7 Warranty

- (1) With regard to the warranty regulations of the [General Conditions of Carriage](#), reference is made to the regulations therein.
- (2) The period of validity of online tickets, event tickets and vouchers is set out in § 3.
- (3) In all other respects, the statutory regulations shall apply.

§ 8 Liability

- (1) We shall be liable to the customer for damages or compensation for futile expenses in the event of intent and gross negligence in accordance with the statutory regulations.
- (2) In other cases, we shall only be liable - unless otherwise regulated in para. 3 - in the event of a breach of a contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which you as a customer may regularly rely (so-called cardinal obligation). In all other cases, our liability is excluded, subject to the regulation in paragraph 3.
- (3) Our liability for damages resulting from injury to life, body or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.
- (4) For the „Tickets“ and „Events“ areas, the liability regulations from the [General Conditions of Carriage](#) of Bayerische Zugspitzbahn Bergbahn AG also apply.
- (5) It is hereby expressly pointed out that ski passes or ascent and descent tickets are also sold in the webshop under the category „Tickets“ in the name of ticket association members (Top Snow Card, ZugspitzCard, ClassicCard). In these cases, the BZB acts as an agent for a transportation contract with the respective third-party company. The BZB is therefore not liable for damage or accidents culpably caused by these companies in co-operation areas.

§ 9 Force majeure and exclusion of reimbursement

- (1) In the event that the service owed by BZB cannot be provided due to force majeure (in particular war, natural disasters, strikes, storms, pandemics, public lockdowns and comparable events), BZB shall be released from its service obligations for the duration of the hindrance.
- (2) In this respect, reference is also made to the [General Conditions of Carriage](#) with regard to problematic weather conditions.

§ 10 Copyrights

We hold the copyright to all images, films and texts published in our online shop. Use of the images, films and texts is not permitted without our express consent.

§ 11 Information on data processing

- (1) BZB collects customer data as part of the processing of contracts. The provisions of the General Data Protection Regulation and the Telemedia Act shall be observed. Without the customer's consent, BZB will only collect, process or use the customer's inventory and usage data insofar as this is necessary for the execution of the contractual relationship and for the use and billing of teleservices.
- (2) Without the customer's consent, „Zugspitz-Shop“ will not use the customer's data for the purposes of advertising, market or opinion research.

(3) The customer has the option of accessing, changing or deleting their stored data at any time by clicking on the „My data“ button in their profile. In addition, with regard to the customer’s consent and further information on data collection, processing and use, reference is made to the privacy policy, which can be accessed in printable form at any time on the provider’s website via the „Data protection“ button.

§ 12 Applicable Law and Jurisdiction

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

(2) If you are a merchant and have your registered office in Germany at the time of the order, the exclusive place of jurisdiction is the registered office of BZB Garmisch-Partenkirchen. Otherwise, the applicable statutory provisions shall apply to local and international jurisdiction.

(3) Dispute resolution: The EU Commission has created an internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. Further information is available at the following link: <https://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.