

§ 1 Scope of application

- (1) These General Terms and Conditions of Transport, which are published on notice boards, apply to the transportation of persons and property as well as to stays at the premises of Bayerische Zugspitzbahn Bergbahn AG (hereinafter referred to as "BZB"), insofar as transportation by rail on the Garmisch – Grainau – Zugspitze route (including on sections of this route, if applicable) is concerned.
- (2) These terms and conditions do not apply to cable cars, chairlifts and/or drag lifts, ski slopes, toboggan runs, downhill runs, ski touring routes, hiking trails, via ferratas and the like. The special conditions for cable cars, chairlifts and drag lifts as well as the organized ski and hiking area, in particular the „General Transportation Conditions for Cable Cars“ of the BZB, apply to this area.
- (3) The railway premises include tracks, stations, waiting rooms, platforms and their accesses.

§ 2 Order and safety

- (1) General provisions:
 1. Signs regulating the behaviour of passengers are binding.
 2. Instructions given by railroad personnel for the conduct of operations, for the maintenance of peace, safety and order within the railroad facilities and in railroad traffic must be followed immediately.
 3. Unless otherwise instructed by the railroad staff, it is prohibited in particular,
 - a) to enter railroad facilities and spaces in stations not open to the general public or passengers for their intended purpose.
 - b) to damage or contaminate the systems, operating facilities and transportation equipment, to create obstacles, to set the railway or transportation equipment in motion or stop it without authorization, to operate the equipment serving the operation or the prevention of accidents, to carry out other operations disruptive or operationally endangering actions or to climb the supports/poles or other structures or system components. For the removal of impurities and obstacles, the costs are to be paid by the polluter, provided that he/she is responsible for the impurities and/or obstacles.
 - c) to get on and off the vehicle/carrier at places and on the side of the vehicles/carriers other than those designated for this purpose.
 - d) to leave the vehicles/carriers outside the stations, even in case of malfunction.
 - e) to smoke, use e-cigarettes of any kind and/or consume cannabis in the stations, vehicles/vehicles and during transportation.
 - f) to keep objects out of the carriage/vehicle or throwing objects during travel.
 4. After completing the journey, the transport vehicles/transport carriers and the exit points must be left quickly in the indicated direction.
 5. Any sports equipment carried must not endanger the safety of passengers or railroad staff.
- (2) Staying in the area of the railway tracks is not permitted.
- (3) While a railway is moving, stepping on running boards or opening doors is prohibited.
- (4) Otherwise, the relevant provisions of the railway traffic regulations (EVO) apply.

§ 3 Transportation of persons

- (1) Passengers shall be entitled to transportation insofar as an obligation to provide transportation exists under the law or other relevant legal provisions and transportation is possible and permissible with the existing facilities. § Section 8 remains unaffected by this.
- (2) The transport times are published in the posted/published timetable. This does not affect special agreements and also applies to rides not provided for in the timetable. In principle, there is no entitlement to transportation outside operating hours. For unscheduled transportation in special cases, operation-related costs and expenses may be incurred which must be paid by the passenger.
- (3) No guarantee is given for the suitability of the facilities for the transportation of passengers with restricted mobility.
- (4) There is no free transportation of people with disabilities according to Section 228 of SGB IX on the cogwheel train route Grainau – Zugspitze.

§ 4 Transportation of animals and goods

- (1) Animals, easily portable objects (hand luggage) and sports equipment etc. may only be taken on board to the extent that this does not cause any unreasonable strain or danger to persons, property or the BZB. If necessary, hand luggage must be stored in such a way that no additional seating space is taken up. Sports equipment, if present, is to be accommodated in the holding devices intended for this purpose. If additional passenger space is used, the BZB may charge additional fees for this in accordance with the current fare regulations.
- (2) The transportation of bicycles, scooters, e-scooters, Segways, hoverboards, one-wheelers and similar vehicles is generally prohibited. Exceptions are sports equipment for people with limited mobility. The instructions of the railroad personnel regarding transportation must be followed.
- (3) It is prohibited to carry firearms, explosive, highly flammable or corrosive substances, unless they are carried by persons performing their official duties or by persons authorized to hunt. In these exceptional cases, transportation is only possible outside regular travel times or must be agreed in advance with the train's operations management. For any damage resulting from the carrying of these items, the respective persons themselves or their employers shall bear full liability.

§ 5 Exclusion from transportation

- (1) Persons who pose a threat to the safety or order of the operation or to the safety of other passengers or who cause an unreasonable nuisance to other passengers may be excluded from transport or during transport. Under these conditions, the following are excluded in particular:
 1. Persons who, through their own misconduct, including when queuing, cause an unreasonable nuisance to passengers/third parties, significantly disrupt operations or cause unreasonable damage to operations.
 2. Persons who show signs of loss of control (e. g. drunkenness, drug influence).
 3. Persons who are afflicted with contagious or loathsome diseases or offend decency.
 4. Persons with weapons that fall under the Weapons Act, unless they are authorized to carry weapons. § 4 (3) remains unaffected by this.
 5. Individuals who show signs of violence or engage in violence.
- (2) Persons may also be excluded from transport or en route,
 1. who violate the Conditions of Transport.
 2. who do not follow the instructions of the railway staff.
 3. who are transported without a valid ticket or with a ticket issued to another person or who purchase tickets outside the official points of sale and refuse to pay the fare or the applicable surcharge (increased fare according to § 7) immediately.
- (3) Persons excluded from carriage pursuant to Section 5, Para. 1 and Para. 2 shall not be entitled to reimbursement of the carriage charge and baggage freight.
- (4) Children under the age of four who are not of school age may also be excluded from transportation if they are not accompanied by a supervisor for the entire journey.
- (5) The ticket can be withdrawn temporarily or permanently from persons,
 1. that endanger safety on the BZB premises, especially on the railroad facilities.
 2. who disregard the prohibitions, commands and instructions or do not follow the instructions of the railway staff.
 3. who enter or pass through designated forest, wildlife, and sanctuary areas.
 4. who obtain a discounted day pass as a temporary replacement for a season ticket by providing false information (de facto double use of the season ticket).
- (6) In addition to the withdrawal of the ticket, a report in criminal or fine proceedings remains reserved.
- (7) Data carriers issued by the BZB (e. g. tickets and key cards, with the exception of the data carriers used for the issue of season and annual tickets) remain the property of BZB.

§ 6 Fares and tickets

- (1) Passengers are obliged to
 1. validate tickets and other cards according to the route of transportation and immediately verify the validation, if the tariff requires validation before entering the platform or when boarding the train.
 2. be supplied with a valid ticket before the beginning of the journey and to present it when asked to do so.

- (2) A passenger who is obliged to pay an increased fare in accordance with § 7 may be excluded from transportation if the passenger refuses to pay the fare and/or the increased fare immediately.
- (3) If ticket prices have been charged incorrectly, the difference must be repaid or refunded. The right to additional payment or reimbursement expires if it is not asserted within one year after the expiration of the validity of the ticket.
- (4) Holders of personal time trial passes are required to provide identification. Children and young people must provide proof of their age, unless their age can be established beyond doubt by other means.
- (5) All tickets are non-transferable.
- (6) The fares are posted in the stations.
- (7) In principle, no refund will be granted if the ticket is lost.
- (8) If a ticket is not used, the fare will be refunded on request upon presentation of the unvalidated ticket. If the ticket has been used only on a partial route, the difference between the fare paid and the ordinary fare for the route travelled shall be refunded.

The passenger bears the burden of proof for the non-use or only partial use of the ticket. Applications must be submitted to the BZB administration immediately, at the latest within one week of the expiry of the validity of the ticket. In the case of tickets issued exclusively for rail transport, claims for fare reimbursement under this provision expire if they are not asserted with the BZB within six months of the expiry of the ticket's validity period.
- (9) Entitlement to reduced fares for groups etc. only exists if they have arrived together. Groups that are only put together at the place of transport cannot be recognized as such. In cases of doubt, the passengers must prove that they meet the requirements for a fare reduction. Generally, discounts are granted only upon presentation of the appropriate identification documents/proof.
- (10) With the exception of so-called "overnight tickets", single tickets are valid only on the date of purchase.
- (11) For season ticket holders with a personalized season ticket, it is possible to issue a discounted day ticket as a replacement in special cases; BZB has the right to block the season ticket for the duration of the validity of the replacement ticket.
- (12) Season passes, season tickets and annual tickets are only valid for winter sports and leisure activities. There is no transportation with season passes, season tickets and annual passes for daily journeys, e. g. to work or school. Exceptions to this are explicitly issued route time cards.
- (13) If the passenger is provided with a data carrier (e. g. key cards) for use, BZB will charge a fee for this. If the passenger returns the data carrier to BZB within 3 years from the date of purchase, BZB will refund the passenger the fee paid for the data carrier, so that in this case the use of the data carrier is free of charge for the passenger. This does not apply to data carriers used for the issue of season and annual tickets. Although these data carriers can be reused by the owner, they cannot be taken back for data protection reasons.
- (14) For special events (e. g. gastronomic events, concerts etc.) season passes, season tickets and annual tickets are generally not valid. If necessary, special regulations of the respective event must be observed.

§ 7 Increased transportation charge

- (1) A passenger is obliged to pay an increased fare if he/she
 1. at the beginning of the ride is not in possession of a valid ticket issued to him/her,
 2. is in possession of a valid ticket but cannot present it for inspection,
 3. fails to comply with obligations under Section 6, Para. 1,
 4. does not comply with an identification requirement according to Section 6, Para. 4, Sentence 1.
 5. is illegally using a ticket or is caught with a forged ticket.

Personalized season tickets which, in accordance with § 6 (4), only entitle the holder to travel in conjunction with a personal ID card, are deemed invalid and may be confiscated if the personal ID card is not presented on request or if the identity cannot be clearly clarified immediately by other means.
- (2) The right is reserved to file a report in criminal or fine proceedings. The provisions of § 7 (1) points 1 and 3 shall not apply if the ticket was not procured or validated for reasons for which the passenger is not responsible.
- (3) The increased fare under paragraph 1 is twice the normal fare for the distance travelled by the passenger, but not less than €60.00. The increased fare may be charged for the entire distance travelled by the train if the passenger does not credibly show that he/she travelled a shorter distance.
- (4) In the case of Section 7, paragraph 1, point 2, the increased fare is reduced to a surcharge of €7.00 if the passenger proves to BZB within one week from the day of the determination that he/she was the holder of a valid ticket at the time of determination.

- (5) The increased fare is not payable if a ticket could not be purchased before the start of the journey because a ticket counter or a ticket vending machine was not available, not open or not operational.
- (6) Any further claims remain unaffected.

§ 8 Release from the obligation to transport

In the event of external events which cannot be averted or remedied even with the utmost care (force majeure) and which are likely to jeopardize the safety of transport operations, transport must be suspended until a safe resumption is possible. These include, e. g. natural disasters, unusual weather conditions, strikes, lockouts, operational disruptions or other unforeseeable circumstances.

§ 9 Liability and compensation for damages

- (1) BZB shall be liable for personal injury in accordance with the statutory provisions.
- (2) BZB shall only be liable for property damage and financial loss if it is guilty of intent or gross negligence. This does not apply to damages arising from the breach of a material contractual obligation, the fulfilment of which characterizes the contract and on which the customer may rely (e. g. the obligation to carry the passenger). Liability is limited to compensation for foreseeable, typically occurring damage.
- (3) The above limitations of liability shall also apply to breaches of duty by legal representatives or vicarious agents of BZB (§ 278 BGB).
- (4) In particular, BZB is not liable for the dangers associated with the sporting activity and for specific risks associated with mountains and weather, for which BZB is not responsible.
- (5) Furthermore, BZB is not liable for any damages caused due to health restrictions of a passenger.
- (6) It is hereby expressly pointed out that BZB also sells tickets on behalf of ticket association members. In this respect, BZB is not liable for accidents that are culpably caused by third party companies/ski areas in cooperation and/or association with BZB and for which BZB is not responsible.
- (7) Furthermore, BZB shall not be liable if the requirements of § 8 are met.
- (8) Claims under the Liability Act and Regulation (EC) No. 1371/2007 including its Annex I (CIV) shall remain unaffected in all cases.

§ 10 Data protection

- (1) The collection, processing, storage and use of the passenger's personal data shall be carried out in compliance with data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act.
- (2) In order to ensure the safety of guests and the operation and to prevent the misuse of tickets, areas marked by signs are also temporarily monitored by a video system and photographs of individual guests are taken. This is indicated by signs. Recording is carried out within the framework of contract fulfilment and in the legitimate interest of, among other things, protection of house rights and operational security interests. The legal basis for data processing is Article 6, Paragraph 1, Letter b) of GDPR and Article 6, Paragraph 1, Letter f) of GDPR. Data will be deleted immediately in accordance with the legal requirements of the General Data Protection Regulation and the Federal Data Protection Act if it is no longer required to achieve the purpose. Those affected can find further information on data processing both on the respective notices and also at the cash desks and on the Internet.

If you have any questions, you can contact our data protection officers by post at Bayerische Zugspitzbahn Bergbahn AG, Data Protection Officer, Olympiastraße 31, 82467 Garmisch-Partenkirchen, or by email: datenschutz@zugspitze.de.

§ 11 Limitation period

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

§ 12 Dispute settlement

BZB does not currently participate in dispute resolution proceedings before a consumer arbitration board. There is no legal obligation to do so.

§ 13 Place of performance and jurisdiction

- (1) The place of performance is the registered office of BZB.
- (2) If the passenger is a merchant (see § 1 HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the transportation relationship between the passenger and BZB is the registered office of BZB. This shall not apply in cases of exclusive jurisdiction.

§ 14 Partial invalidity

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

The announcement of the General Conditions of Transportation approved by the competent authority was made on 20/09/2024.

Garmisch-Partenkirchen, September 2024

BAYERISCHE ZUGSPITZBAHN
Bergbahn AG Garmisch-Partenkirchen