

Terms and Conditions

For all users of Edelweiss-Center

In order that you are safe while bouldering and exercising in our facility there exist certain rules of conduct that are binding for all users. It is important that you familiarize yourself with our rules of conduct, especially if you are a new user. Please note that you have to accept the terms and conditions and register before entering the facility.

1. General information

Operator of the Edelweiss-Center is the Association Alpenverein Edelweiss – branch of the Austrian Alpine Club: A-1010 Vienna, Walfischgasse 12.

Association registration number: 689913046

Contact: Edelweiss-Center:

Telephone: +43 1 5138500 21, www.edelweiss-center.at, office@edelweiss-center.at

With the purchase of a ticket you conclude a contract with the operator. Before you conclude the contract, you have to accept the rules of conduct and the general terms and conditions.

Instructions of the staff have to be followed unconditionally. In cases of serious breaches of our provisions (e.g. breach of the terms and conditions, endangerment of other users or of the staff) or in case of danger to safe operation the staff is authorized to expel this certain user, without refund of the entrance fee, from the hall.

Changes of the terms and conditions are delivered to the last address provided by the user. Unless the user vetoes within 14 days the modified terms and conditions enter into force. For safety reasons the whole climber area and the fitness area are recorded on camera due to an official authorization.

2. Usage authorization

Each person accepting the terms and conditions as well as the rules of conduct by register in the climbing facility, undersigning and purchasing a ticket obtains a usage authorization.

The registration can be made digital by tablet at the check-in area. After data acquisition you accept the terms and conditions.

Due to § 7 point 1.2 of the statutes of the Association Alpenverein Edelweiss a valid membership of an Austrian Alpine Club (e.g. ÖAV, DAV, AVS, NF, ÖTK) is necessary from the second attendance onwards in the facility. A membership of the Austrian Alpine Club can be concluded in the Edelweiss-Center at any time.

In case of reasonable grounds the staff is authorized to check each user's technical skills

and to restrict the user to a certain area (e.g. beginner's area) if necessary. This restriction does not justify any claim for price reduction. Reasonable grounds in accordance with this point is inter alia the valuation of the staff that member endangers him-/herself or other users.

Underage minors (this includes children up to 14 years) may use the facility only under the supervision of a legal guardian, who must be a person of full legal age who is authorized to exercise the duty of supervision. The responsible supervisor of the underage minor has to fill out a registration form for the latter. The responsible supervisor shall ensure that the underage minor does not endanger or injure him-/herself or other users. Underage minors may be supervised throughout their entire stay in the facility. The responsible supervisor shall be liable for personal injuries and material damage caused by the underage minor. Underage minors (children up to 14 years) may use the facility if providing a written consent of a parent or a legal guardian.

Minors from the age of 14 to the age of 18 may use the facility without supervision, if the parent or the legal guardian gives his/her written consent on the registration form.

Offering climbing courses and/or similar events, especially therapeutic climbing (by external climbing schools, therapists, associations or other organizations) is only allowed after consultation with the operator and its prior written consent. The group leader of an external group bears full responsibility for his/her participants.

Working out with free dumbbells and cable winches in the fitness area entails hidden risks. Without appropriate experience in weight training and in the use of weight machines these areas should not be used without supervision. Children under 12 are not allowed to use the weight room in general. Minors between the ages of 12 to 18 are not allowed to train in the weight room without supervision or without a written consent of the legal guardian. The rules of conduct posted in the fitness area are valid.

3. Entrance and Terms of Payment

The Edelweiss-Center may only be used during the determined opening hours. Current opening hours can be found on the website and on the notice board in the foyer.

Route building, events, operation of courses, school classes or other groups may lead to a limited climbing course and areas of the facility may be wholly or partially closed. The limited use is as far as possible previously announced in the booking schedule of the Edelweiss-Center. The booking plan may be reviewed at the website at least two weeks in advance. Short term reservations of groups and school classes may cause changes of the booking schedule.

The entrance fees are those outlined in the price list. Discounts and reduced entrance fees for particular age categories are issued only after an identity check by means of an official identity card.

Members have to carry a valid alpine club membership card (ÖAV, DAV, AVS, NF, ÖTK etc.) at each visit in the facility.

Time recording and accounting concerning the users is carried out using EDP-assistance. Each arrival and leaving time is recorded and billed to the minute.

A training card is handed over in order to accelerate check-in and check-out. In addition to the name and the address the training card shows only the customer code in plain text and as barcode. The training card is not transferable and only valid in connection with an official identity card.

When purchasing services and goods, this is recorded in the EDP and an invoice receipt is issued. In case the buyer is the holder of a season ticket, this invoice has to be kept as confirmation until the end of the validity period of the service.

The attendance time is recorded exactly and is rounded up to the next full minute in accordance with standard commercial practice. Bonus time of 20 minutes for taking a shower, changing, etc. is free of charge at each visit. However, at least 30 minutes and at most 120 minutes are charged.

The payment amount is determined on the basis of an hourly price containing two decimals.

Hourly tickets (20 hours = 1200 minutes) are valid for three years from the date of purchase. The time spent in the facility is deducted from the ticket.

Half-year or rather annual tickets are valid for 183 or rather 366 days from the date of purchase.

Due to an alpine club-megacard the value of a voucher is 15, 20 or 30 minutes, depending on age. The offsetting is rounded to whole vouchers in accordance with standard commercial practice, whereby the difference in minutes is credited or debited at the next visit.

Users who enter the climbing facility without paying the appropriate entrance fee, can be charged an increased entrance fee up to EUR 100,00. Further claims for damages may be asserted.

Admission tickets cannot be transferred to another person. Misuse of tickets is prosecuted with expel from the hall, temporary ban from the hall, payment of a surcharge or further claims (for damages). In case you are tied up with business or due to holidays, journeys or other private reasons this does not lead to any extensions of the tickets or refund of season tickets. In case the holder of a season ticket is prevented to use Edelweiss-Center's facility due to medical reasons for more than four weeks the season ticket may be suspended free of charge, if the ticket holder submits a certificate from a medical specialist.

4. Climbing courses

In order to ensure an optimum supervision we take into account to form group sizes as small as possible. The composition of group sizes depends on the type of event. In case of greater demand we form several groups as far as possible. If the minimum number of participants – also the necessary minimum of participants depends on the event – is not reached, however the event may take place if the participants pay the additional costs.

The prices stated contain the course fees and tour fees only. Unless specified differently, travel and subsistence expenses, rental fee for equipment are not included in the stated prices. In case of non-use of our services, you shall have no claim to price reduction. The guide organizes the accommodation, unless otherwise stated. Usually two prices are stated: The first price is reduced by 10 % and applies to children, adolescents, young people up to 27 years and seniors from 65 years.

We reserve the right to make personnel changes in the management of the events. This does not entitle participants to withdrawal or cost reimbursement. Necessary program changes during an event due to circumstances beyond our control, do not entitle participants to cost reimbursement.

By registration each participant confirms he/she knows and complies with technical and physical requirements as well as he/she provides the physical and psychological requirements needed for the certain event. In addition, we demand a significant level of caution within the meaning of individual responsibility of each participant.

For organisational reasons we ask for early registration. Alpenverein-Edelweiss accepts only written registration, rebooking and cancellations (e-mail, online, letter). We can provide information by phone. Registrations are considered in the order of their arrival. Each registration is binding. Upon registration a deposit is required within 10 days. In case we do not receive the deposit in due time our cancellation conditions enter into force. In case the registration deadline is not specified the date of the preliminary meeting is considered as the registration deadline. Please inform us of any changes of your contact details (address, telephone number, e-mail) immediately so we can inform you efficiently! Events which cost less than EUR 100,00 must be paid in total on enrolment. For events which cost between EUR 100,00 and EUR 500,00 you must pay an amount of EUR 100,00 as advance payment. For events which cost more than EUR 500,00 you have to pay minimum 20 % of the full price as advance payment. You receive detailed payment information with the booking confirmation. The remaining amount must be paid 20 days prior to the event (date of receipt of payment) at the latest. Please indicate the payment reference by each bank transfer.

In case of withdrawal the cancellation fees proportionally to the participation fee amount (reference date: start of the event):

Withdrawal up to 30 days before start of the event 20 %

Withdrawal from 10 days before start of the event 50 %

Withdrawal from 3 days before start of the event 85 %

Withdrawal from 2 days (48 hours) before start of the event or rather in case of non-appearance 100 % (this does not apply in the event that the specified maximum number of participants participates in a limited attendance event despite the short-term withdrawal from the contract).

Due to our administrative work the cancellation fee amounts EUR 15,00 regardless of the percentage charged. In case of cancellation fees for pre-booked accommodation or other service providers due to your withdrawal we must charge these.

In case of cancellation by Alpenverein Edelweiss the paid amount of participation fee shall be refunded.

For safety reasons especially beginners should participate in the courses regularly.

5. Liability

As operator we shall assume no liability in case of theft or damage to property brought into the facility unless we are guilty of gross negligence or intent.

As operator we shall assume no liability for material damage or personal injuries due to misconduct of the user or external companies.

As operator we shall be held liable for damages (except personal injuries) involving our and/or our non-executive vicarious agents gross negligence and/or intent, if injuries occur while setting climbing routes and/or because of a crack in the grip. Grips may rotate or break without the operator being aware hereof previously.

6. Data Privacy

Alpenverein Edelweiss focuses on people. Which is why your personal data is a special concern of ours. Please find contact details of our data protection-coordinator on our website.

Your personal data is processed to ensure your member advantages (e.g. member magazine, exemption from charges, reductions and insurance), to ensure organization of events and courses and to administrate your membership. This is our contractual obligation according to the association statutes. We process and use facultative data you provide us (e.g. e-mail address for newsletter dispatch, IBAN for direct debit orders, personal related interests for optimal servicing) solely due to your consent. Furthermore we process your data in certain cases (e.g. invoices) according to applicable legal regulations (e.g. tax law).

We transmit your data to few select partners provided that this is necessary to fulfil the contract. These partners receive, then again, data which are necessary to fulfil their duties. All members data is centrally managed by the main association located in Innsbruck. For services (e.g. IT environment, e-mail, internet, magazine dispatch, insurance) we make us of appropriate service providers. In case of accidents we inform the insurance or rather the competent authorities. Data which are necessary to organ-

ize events is transmitted to mountain guides, hosts or travel agencies. No data is transmitted to another country outside the EU (third country) or to an international organization. Exemptions do exist if you participate in long-distance travels.

We process your data in order to fulfil our contractual obligations and your interests (e.g. trainings) as long as you are an association member. In case you terminate your membership we delete your data as soon as the retention periods according to the law and to our statutes have passed. The retention periods vary due to different categories of data. We immediately delete which newsletters you received as well as areas of interest. According to tax law we delete evidence after 7 years.

Transparency is a special concern of ours. You have the right to demand your personal data that we have stored as well as correction, deletion or limitation of the processed data. You may object against data processing and against data portability. You may modify or revoke your consent without giving reasons and with effect for the future at any time (e.g. newsletter receipt or direct debit). Please do not hesitate to contact us about problems and uncertainties. You have the right to appeal to the Austrian data protection authority.

Please find the Austrian data protection authority's address as follows:

Österreichische Datenschutzbehörde (Austrian data protection authority)
Wickenburggasse 8
1080 Wien (Vienna)
Telephone: +43 1 52 152-0
E-Mail: dsb@dsb.gv.at

Particular identified data in the registration form (paper and online) are required for a membership. You cannot become an association member without submitting the required data. Additional data is facultative. However, facultative data helps us to provide optimum service quality (e.g. reason for becoming a member, fields of interest). We do not conduct automated decision-making or profiling. Your data is processed only for the aforementioned purposes.

7. Image rights

With your signature you agree that the pictures and footage of you made by employees of the Edelweiss-Center in and outside the hall during events organized by Edelweiss-Center may be published in the media of the association. Your consent covers the right to a person's own image.

This consent may be revoked at any time via e-mail to office@edelweiss-center.at. However, the revocation then only applies from the time of your declaration. The revocation cannot justify any claims due to a period of time before we received your revocation. Especially Edelweiss-Center is not obliged to delete pictures or footage published before revoking your consent.

8. Rules of conduct

Each user is responsible for being aware and making use of the necessary knowledge and skills in bouldering. Always endeavoured to ensure not to be in the lintel area of another member. It is not allowed to climb on top of the other. Watch out for adequate side distances to others.

It is forbidden to use mats as reclining surface. Always keep mats free from all items (especially drinking bottles).

It is forbidden to use glass bottles in the entire hall.

In order to avoid injuries to not wear any kind of jewellery (rings, watches, necklaces, etc.) while bouldering.

Accidental falls from heights may cause severe health impairment or personal injuries. These may cause fatal injuries of the climber or uninvolved third parties. Please adjust the risk due to your own skills. Please climb down instead of jumping off. Try to land simultaneously with both legs, with a certain body posture and to turn a somersault afterwards. Please avoid the area on which other climbers may fall down. Most accidents take place when climbers fall aside or backwards uncontrollably where the climber's feet land lopsided and shifted (e.g. ankle joint injury) or where the climber has to brace by his arms first (e.g. fracture of the arm).

Children and young people face special risks while staying in the climbing facility. Especially playing and running around cause risks such as distraction and impede of others. Thus, it is forbidden to play and run around in the climbing hall. Staying in the lintel area of another climber is extremely dangerous and may cause serious injuries.

The members take note and approve these danger warnings. In order to reduce possible risks the members commit to apply the rules of conduct in Edelweiss-Center at any time.

Users should always warm up completely before bouldering in order to avoid injuries.

Wearing outdoor shoes is forbidden in the bouldering area with safety flooring (as well as the fitness area). Please wear clean, dry and soft footgear. It is forbidden to boulder barefoot. Due to the risk of infection you can only wear rental shoes if you wear socks. Beginners and small children can wear clean indoor sports shoes during their first-time bouldering.

Please use the wardrobes in order to change clothes. Protect lockers and deposit boxes are available. Repair costs (e.g. in case a key gets lost) are charged. The association is not liable for the wardrobe! This also applies to locked items, especially valuables.

Do not take along backpacks and bags in the hall. Please limit yourself to the minimum needed and store remaining items, especially valuables, in the lockers. Items left lying around, bottles, bags or backpacks are obstacles that are cleared away by our employ-

ees.

During your stay in the hall, please switch your mobile phone to silent mode and store it in a locker. Please do not wear headphones while climbing, loud music interferes your level of attention and may lead to personal injury of others.

Animals are not allowed in the climbing facility.

For hygienic reasons you may not climb and train without t-shirt. Especially if the hall is crowded other climbers may feel uncomfortable getting in touch with sweating people.

We do not keep any left or forgotten items, but we place them in a dedicated storage area and dispose them regularly.

Smoking is permitted in the entire facility. We provide a smoking area in the courtyard.

Bouldering and exercising under the influence of alcohol, drugs, substances impairing your consciousness as well as other impairing medicine is forbidden.

In case the hall is crowded please note that this may lead to increased dangerous, inconvenient or problematic physical stress for children and people with respiratory diseases due to dust pollution and increased magnesium level.

It is forbidden to install, change or relocate steps or grips independently. In case a step or grip becomes loose or rotates, this must be reported to an employee immediately.

It is forbidden to affix or remove boulder marks.

9. Final provisions

The invalidity of single terms hereof shall not affect the validity of the remaining terms and the continued existence of this Agreement. Unless mandatory law is applicable, the invalid term shall be replaced by a term that closest reflects the commercial purpose of the invalid term.

Austrian Law shall apply.

Vienna, January 2019