

General Terms and Conditions for the Use of lake.bike MTB Trails

1. General Provisions

1. These General Terms and Conditions ("Terms") govern the contractual relationship between Region Villach Tourismus GmbH (hereinafter "RVT") and the customer (hereinafter the "Customer") regarding the use of lake.bike mountain bike trails ("Trails").

2. RVT may be contacted at:

Region Villach Tourismus GmbH (FN 171412b)

Peraustraße 32, 9500 Villach

Tel.: +43 4242 42000

E-Mail: info@lake.bike

2. Tickets and Ticket Purchase:

1. By purchasing a ticket, a contractual relationship is established between RVT and the Customer. The purchase entitles the Customer to use the Trails specified in section 3, in compliance with the conditions of use specified in section 4 and the remaining provisions of these General Terms and Conditions, during the respective ticket validity period. Four types of tickets are available: Day Ticket, 4-Day Ticket, Season Pass ALL-IN, and Season Pass TRAILS ONLY.
2. The Day Ticket is valid for the specified date during the operational hours of the Trails. The 4-Day Ticket is valid from the specified start date and ends after the fourth consecutive calendar day, including the starting day. Season passes are valid for the calendar year stated in the order and on the ticket. Ticket prices are listed at <https://www.lake.bike/en/trail-tickets>.

3. Tickets can be purchased online via RVT's online shop or at authorized sales points listed on the website. The Customer must select the desired ticket and add it to the shopping cart. During the purchase process, the Customer must provide relevant details, including the intended date/year of validity, full name, address, date of birth, phone number, and an email address to which the booking confirmation and ticket will be sent electronically. By clicking the button "Confirm booking", the ticket purchase contract becomes legally binding. The selected payment method must be used to pay for the ticket. Once payment is completed, a booking confirmation and the ticket will be sent electronically to the provided email address. The ticket is valid only in conjunction with an official photo ID.
4. The Customer expressly acknowledges that this is a leisure service with a specific provision date or period, and thus, the 14-day withdrawal right under Section 3 of the Austrian Distance and Off-Premises Contracts Act (FAGG), pursuant to § 18(1)(10) FAGG, does not apply.
5. The ticket is valid solely for the person named on the ticket and is non-transferable. The ticket – whether digital or printed – is valid only with a photo ID and must be carried during use of the Trails.
6. The Customer must keep the ticket safe from third-party access to prevent misuse, loss, or theft. Upon request, the Customer must present the ticket and a photo ID to RVT staff. Failure to present a valid ticket and/or photo ID will result in removal from the Trail.

3. Trails:

1. The ticket grants access exclusively to the trails explicitly listed at <https://www.lake.bike/en/trail-tickets> as part of the lake.bike mountain bike trail network.
2. If additional trails are integrated into the lake.bike network during the validity period of the ticket, the ticket shall also cover the use of such trails. Conversely, if any trails are removed from the network during the validity period, they shall be excluded from the scope of the contract, and the Customer shall not be entitled to any claims for withdrawal, price reduction, or reimbursement.

3. RVT reserves the right to close any trail, either partially or in full, for legitimate reasons including but not limited to safety concerns, adverse weather conditions, destruction or damage to the trail, or maintenance works. The Customer acknowledges that no claims may arise from such closures, and no entitlement to withdrawal, reduction of the ticket price, or refund exists in such cases.

4. Conditions of Use

1. The Customer is required to comply with all usage conditions set forth in this section. Any violation may result in immediate removal from the Trails by RVT staff or authorized personnel, even if the Customer holds a valid ticket, without any right to compensation. The conditions of use set out in paragraphs 2 to 19 below must be strictly observed by the Customer when using the Trails. In the event of any breach of one or more of these conditions, RVT and its authorized personnel or service providers are entitled to expel the Customer from the Trails at any time, even if the Customer holds a valid ticket. In such cases, the Customer is not entitled to any compensation.
2. Trails may only be used during the designated operating hours. Outside these hours, trail use is strictly prohibited. The current operating hours are posted at the beginning of each trail and are also available online at <https://www.lake.bike/en/trail-tickets>. Even during official operating hours, specific trails or sections thereof may be closed, in which case they must not be accessed or used.
3. Trails are color-coded according to difficulty level and categorized as follows: Green (very easy), Blue (easy), Red (moderate), and Black (difficult). A detailed description of these levels is posted at the start of each trail and available online at <https://www.lake.bike/en/trails>. The Customer is required to carefully read the trail difficulty descriptions before use and may only select trails that match their level of skill, experience, and equipment. It is strongly recommended to start with the easiest trails and to inspect each trail in advance.
4. The presence of pets while using the Trails is strictly prohibited. Children and adolescents under the age of 16 may only use the Trails under the supervision of a responsible adult. The accompanying adult must ensure that the minor uses only those trails that are appropriate and manageable in view of the minor's age, skill level, and equipment. Proper instruction and

preparation by the adult supervisor is required before trail use. Parents are liable for their children.

5. Use of the Trails is only permitted while wearing a helmet and using a bicycle appropriate for safe handling of the respective trail. Additional protective gear is strongly recommended.
6. The bicycle and all gear must be checked for safety before each ride.
7. The Trails may only be used by persons who are physically and medically fit to safely complete the route. Riding under the influence of alcohol or drugs is strictly prohibited.
8. Trails are marked either as dedicated mountain bike trails or as shared-use trails. Shared-use trails may also be used by hikers and/or vehicles. Pedestrians always have the right of way.
9. The Customer must strictly adhere to the designated direction of travel, unless the trail is explicitly marked as bidirectional. Riding against the intended direction is strictly prohibited.
10. All hazard, warning, instruction, and prohibition signs along the Trails must be observed. Instructions given by persons working on or near the Trails must be followed at all times.
11. Use of the Trails is entirely at the Customer's own risk.
12. Trail use is strictly prohibited during heavy rain or storm events. The Customer acknowledges that the Trails are located in alpine terrain and are therefore exposed to natural hazards such as rockfall, landslides, erosion, or fallen trees at any time. The Customer must adjust both behavior and equipment to account for these potential risks.
13. At all times, Customers must anticipate the presence of other persons, livestock, wild animals, vehicles, stones, fallen trees, potholes, or other obstacles on the Trails. Customers must ride at a controlled speed and within half of their visible range to ensure they can stop safely if necessary. The Customer acknowledges that the Trails are not subject to regular inspection.
14. At blind or hazardous spots, the riding speed must be reduced. In the event of sudden or unexpected obstacles, the Customer must dismount and walk the bike past the obstacle.

15. The Trails must be used with care and consideration. Riders must avoid creating deep ruts or damaging the trail surface.
16. Only authorized, marked Trails may be used. Leaving the marked Trails is prohibited, except for trail access and exit via public roads or designated access paths.
17. Forestry roads are active work areas. Customers must expect the presence of work machinery, logs, potholes, livestock, and vehicular traffic. Special care must be taken around vehicles and pedestrians. Temporary closures imposed by landowners due to forestry operations or hunting activities must be respected.
18. The Austrian Road Traffic Act (StVO) applies on all Trails.
19. In forested areas, the following activities are strictly prohibited by law: camping, overnight stays after dark, making fires, disturbing wildlife, and entering young forest plantations under three meters in height.

5. Misuse, Revocation, and Refunds

1. Any misuse of the ticket by the Customer, including but not limited to unauthorized transfer, forgery or alteration of the ticket, knowingly false reports of loss or theft, resale or repeated resale of the ticket, as well as any incorrect or misleading data provided during the purchase process that affects the pricing, shall result in the immediate revocation of the ticket without any entitlement to compensation. If applicable, RVT reserves the right to file a criminal complaint with the competent public prosecutor's office. Furthermore, RVT is entitled to demand a contractual penalty of EUR 100.00 per violation.
2. In the event of loss or theft of a Day Ticket, no replacement shall be issued. In the event of loss or theft of a 4-Day Ticket or a Season Pass, the Customer must immediately notify RVT to ensure the prompt deactivation of the lost or stolen ticket. The Customer is also required to file an official report of loss or theft. Upon presentation of proof of such official report, RVT will issue a replacement ticket to the Customer.

3. If the Customer has purchased a Season Pass but is unable to use it due to an accident or illness resulting in a health impairment lasting at least six weeks, RVT shall issue a pro rata refund of the ticket price upon submission of a medical certificate confirming the nature and duration of the impairment. Outside of this scenario, no refunds shall be granted, regardless of the reason. This includes, but is not limited to, inclement weather, premature departure, temporary or weather-related operational interruptions or closures, partial trail closures, the Customer's illness, or any other circumstance originating in the Customer's sphere.

6. Liability

1. Each contractual party shall be liable for damages unlawfully caused to the other party. In the case of personal injury, liability also extends to slight negligence. In all other cases, liability is limited to intent and gross negligence. Liability for indirect damages, loss of profits, unrealized savings, interest losses, or damages resulting from third-party claims is excluded.

7. Governing Law

1. This contractual relationship shall be governed exclusively by the laws of the Republic of Austria, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules under Austrian private international law.