

Alturos Destinations GmbH
Lakeside B03
AT-9020 Klagenfurt
(hereinafter ALTUROS)

General Terms & Conditions

For the use of SKILINE services by the USER via the Internet portal www.skiline.cc, the SKILINE app, and via third-party systems which offer the use of SKILINE services

Version: 01/05/2018

1. Scope of application and General

ALTUROS operates the Internet portal www.skiline.cc and the SKILINE app. By using SKILINE services, the USER shall receive from ALTUROS free, unique experiences, primarily within the winter sport sector.

The USER shall have the opportunity to evaluate his/her ski days free of charge and use the SKILINE attractions on site (Skimovie, Speedcheck, Photopoint, etc.) operated by the mountain lifts as well as collect his/her photos and videos. The SKILINE service allows the USER to see the vertical meters covered, piste kilometres travelled and lift rides. The USER can use these services by entering his/her ski pass number. Over 3 million users already use SKILINE – the world's largest winter sport community.

These General Terms & Conditions (T&Cs) and the privacy policy form the basis of the legal relationship between ALTUROS and the USER of the SKILINE services. Use of ALTUROS services by the USER implies full acceptance of the ALTUROS General Terms & Conditions and privacy policy.

2. General provisions

2.1 Use of the [skiline.cc](http://www.skiline.cc) website and the SKILINE app

ALTUROS cannot guarantee the reliability or unreserved availability of services and thus cannot be made liable for any damages or loss as a result of cancellation of services. ALTUROS offers optimal usability of the user interface. In any case, the USER shall be, however, liable him/herself for correct use. The USER shall be liable for any damages or loss as a result of incorrect use.

2.2 USER

The USER refers to any persons who register and create a user profile at www.skiline.cc or the SKILINE app. The SKILINE service is primarily intended for use within Europe (Switzerland and EEC countries). ALTUROS cannot guarantee the accessibility of the website outside of this region.

2.3 USER registration

USER registration is completed using the email address provided by the USER and the password created by him/her. In the event the USER has already created a user profile, he/she may log in using his/her email address

and password. If a USER profile does not already exist, the USER must fill out the user profile online form. Liability on the part of ALTUROS for false information provided by the USER is expressly excluded. The USER shall have free access to his/her data and may edit this data at any time and delete his/her user profile as required.

2.4 Fee

ALTUROS shall provide the USER with the service free of charge.

3. Privacy Statement

3.1 General

The protection of USER data is a particular concern for ALTUROS. It is an explicit aim of ALTUROS to take all necessary technical and organisational measures to ensure data processing security and process personal data in a manner that is protected against third-party access. By using modern security software and coding and encryption procedures, the ALTUROS IT infrastructure complies with the highest international security standards. We also promote the security of USER data with the implementation of risk-minimising and preventative protection measures.

ALTUROS shall process USER data based exclusively on the legal provisions of Austrian federal law on the protection of natural persons when processing personal data (DSG – Austrian Data Protection Act). In this Privacy Statement ALTUROS shall inform the USER about the most important aspects of data processing. Loading and using the ALTUROS websites is possible without entering any personal data. The recording, saving and processing of personal data is necessary for the use as a USER of SKILINE services via the Internet portal www.skiline.cc, the SKILINE app, and third-party systems that offer the use of SKILINE services. This Privacy Statement shall outline how ALTUROS collects and processes USER data. In accordance with this Statement, the USER agrees to the processing of his/her data through the continued use of SKILINE services.

3.2 Personal data

By agreeing to the processing of personal data, USERS of SKILINE services give ALTUROS permission to access data that can be used to identify their person (personal data). This data includes name, email address, birthday, country of origin, postcode and gender and is necessary for the use of SKILINE services.

3.3 Use of SKILINE service by minors

USERS 14 years of age or younger must first receive permission from their parents/guardians before providing ALTUROS with any data via our website or app. Entering data is prohibited without this permission. In the event we are still provided with data, we will cease processing this data as soon as we become aware of this.

3.4 Name and contact details for responsible entity

The responsible entity for the processing of personal data is Alturos Destinations GmbH, Lakeside B03, A-9020 Klagenfurt, Tel. +43 (0)463 24 94 45, email privacy-protection@alturos.com

3.5 Purpose and legal basis for processing of data

SKILINE USERS provide ALTUROS with personal data in order to use the free SKILINE service. In addition, data shall be processed for marketing purposes, disclosed to ALTUROS partners and used by ALTUROS or ALTUROS partners for sending further information to USERS. The USER's declaration of consent to ALTUROS

for using SKILINE services is used as the legal basis for the processing of data. ALTUROS is also obligated to disclose personal data when legally required to do so by way of legal provisions, a court order or upon request by officials.

3.6 Data storage and retention period

ALTUROS stores personal data so long as it is necessary for the business relationship or required under law. Access to www.skiline.cc as well as files found on the website is logged. The storage of data is for internal system-related and statistical purposes and is carried out following internal retention periods. The following information is logged: name of the accessed file, data and time of access, transferred data amount, notice of successful access, web browser and IP address of the inquiring computer. The actions of USERS in the SKILINE app (iOS and Android) are also logged and disclosed to ALTUROS and ALTUROS partners. This data is also used for the improvement of the app as well as for targeting communication with app USERS to improve app satisfaction.

3.7 USER rights

- 3.7.1 The USER has the right to request the personal data concerned collected by the responsible entity as well as the right to modify or delete said data. The USER also has the right to restrict and object to the processing of data as well as the right to data portability.
- 3.7.2 The USER has the right to withdraw consent at any time without affecting the legality of any data processing completed following his/her consent up until the time of withdrawal. Withdrawal of consent towards a third party must be addressed exclusively to the third party (e.g. if the USER would like to unsubscribe from a third-party newsletter).
- 3.7.3 The USER has a right to appeal to the supervisory authority. It is the responsibility of the USER to ensure that he/she provides truthful, correct and complete details for his/her user profile and keeps these constantly up-to-date.

3.8 Cookies

We use cookies on our site to detect repeated use of our services by the same USER. Cookies are small text files that your Internet browser stores and saves on your computer. They help to improve our Internet presence and services. We use session cookies that are deleted at the end of your visit.

To some extent, these cookies provide information to recognise the USER again. This recognition takes place using the IP address saved in the cookies. Information obtained in this way helps us to improve our service and enable you to access our site more easily.

The USER may prevent the installation of cookies in their browser settings. However, please note in this case that the USER will not be able to use all of our website's functions to their full extent.

4. Involvement of third-party suppliers

4.1 Google Analytics with anonymisation function

ALTUROS uses Google Analytics, a web analysis service by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA, hereinafter "Google", on its website. Google Analytics uses cookies, text files that are saved on the USER's computer, to enable the analysis of website use.

The information generated by these cookies, for example time, location and frequency of website visit, including IP address, is transmitted to Google in the USA and stored there.

ALTUROS uses Google Analytics on its website with an IP anonymisation function. In this case, the USER's IP address is shortened and thus anonymised by Google within the member states of the European Union or in other states party to the Agreement on the European Economic Area.

Google will use this information to analyse the use of our website, compile reports for us on website activity and to render further services related to website and Internet use. Google shall also pass on this information, if required, to third parties so far as this is legally required or so far as third parties process this data on behalf of Google.

Google shall, by its own account, never associate the USER's IP address with other Google data. The USER may disable cookies in his/her corresponding browser settings. However, please note in this case that the USER will not be able to use all ALTUROS website functions to their full extent.

In addition, Google offers a deactivation option for the most common browsers. This gives the USER more control over what data is collected and processed by Google. In the event the USER activates this option, no information about the website visit shall be transmitted to Google Analytics. Activation, however, does not prevent information from being transmitted to us or other web-analysis service providers used by us. The USER can find out more about the deactivation option offered by Google and the activation of this option via the following link: <https://tools.google.com/dlpage/gaoptout?hl=de>.

4.2 Google Maps

ALTUROS uses the component "Google Maps" by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA, hereinafter "Google".

Google uses cookies every time the "Google Maps" component is loaded in order to process user settings and data when displaying the website in which the "Google Maps" component is integrated. These cookies are as a rule not deleted upon closing the browser. They expire after a specified period unless manually deleted by the USER.

If the USER does not agree to this processing, he/she may deactivate the "Google Maps" service and disable the transfer of data to Google. To do so, the USER must deactivate Java Script in his/her browser. Please note that in this case "Google Maps" cannot be used or may only be used with limited function.

"Google Maps" and the information collected via "Google Maps" is used in accordance with the Google Terms of Use

<http://www.google.de/intl/de/policies/terms/regional.html>

as well as the additional Terms of Service for "Google Maps"

https://www.google.com/intl/de_de/help/terms_maps.html.

4.3 Use of YouTube components

Components of YouTube, LLC 901 Cherry Ave., 94066 San Bruno, CA, USA, a company by Google Inc., Amphitheatre Parkway, Mountain View, CA 94043, USA, are used on the ALTUROS website. When a website containing an embedded video is loaded, a connection to the YouTube servers is established and the content is transmitted to the USER's browser and displayed on the Internet site. YouTube states that only data will be transmitted to the YouTube server, including what ALTUROS Internet sites were visited, when viewing the video. In the event you are simultaneously logged in to YouTube, this information shall be assigned to your YouTube account. You may prevent this by logging out of your YouTube account before visiting our websites.

You can find out more about YouTube's data protection policy via the following link provided by Google:

<https://www.google.de/intl/de/policies/privacy/>

4.4 Use of AddThis

ALTUROS uses the addthis.com bookmark service on the website. AddThis is a service by Clearspring Technologies Inc., 8000 Westpark Drive, Suite 625, McLean, VA 2210, USA. Upon loading the website equipped with such AddThis components, these components prompt the browser used by the USER to download a corresponding display of the addthis.com components. Through this process, addthis.com is informed about which specific sites are currently being visited by the USER. Furthermore, addthis.com shall be informed about the IP address of the USER, browser type, browser language, previously loaded websites as well as the date and time of the website visit, in order to create anonymised user profiles using this data. This data enables AddThis and its partners to target website visitors with personalised, interest-related advertising. Advertising material is integrated based on browser cookies set by addthis.com which analyse the user behaviour of website visitors. The USER may permanently disable the addthis.com cookies setting by downloading and installing the Opt-Out-Cookie via the following link: <http://www.addthis.com/privacy/opt-out>.

However, please note in this case that the USER will not be able to use all of the ALTUROS website's functions to their full extent. The USER can find the AddThis privacy policy with information about the collection and use of data by AddThis at the following web address: <http://www.addthis.com/privacy/privacy-policy>

5. Links to other websites and social media

5.1 Links to other websites

Links to other websites are provided solely for information purposes. Other websites are not under our control and do not fall under these guidelines. Upon loading other websites via the provided links, USER data may be collected by the relevant website operator which then may be used in accordance with their corresponding privacy policy in a manner different to that stated in our guidelines.

5.2 Social media

Some ALTUROS websites may contain third-party contents, applications or plug-ins which monitor or improve your use of the contents, applications or plug-ins. When a USER, for example, shares an article with another using a social media share button (e.g. Facebook, Twitter or Google Plus), this process will be recorded by the social network that created the button. More information on the use of USER data can be found in the privacy statement of the selected service provider.

6. USER obligations and liability

The USERS are obligated to use ALTUROS services lawfully. ALTUROS services must not be misused in order to illegally distribute relevant content or to defy the rights of third parties. The USER is liable for all contents (e.g. images, text) made available for or distributed to others. It is the responsibility of the USER to ensure that all contents are legal and do not defy the rights of third parties. Before uploading image files, USERS must ensure that they possess the relevant rights of use for the image or corresponding file and that the publication of such contents, in accordance with legal provisions, does not defy the rights of third parties or standards of public decency. ALTUROS is, in particular, not liable for the loss of user data. The USER is prohibited from using data with the aim of using contents for commercial purposes. USERS release ALTUROS from any third-party claims that arise through the fault of the USER as a result of the illegal use of ALTUROS services. USERS must inform ALTUROS immediately of claims by third parties as a result of illegal use.

7. Exemption from responsibility and liability

ALTUROS does not guarantee that the website and SKILINE app is free from irregularities or errors, nor that such irregularities or errors can be rectified. ALTUROS also does not guarantee that the website and SKILINE app will function without disruptions or faults. ALTUROS is in no way liable for damages, foreseeable or otherwise, that occur through the use of the website or through the partial or complete inability to use the website. ALTUROS shall not be liable for the failure to comply with the applicable provisions and laws of the customer's respective country. The transmission of email messages via public networks is asynchronous, delicate, unprotected and may be intercepted, read and modified by third parties. Both email sender and recipient as well as the content of the email may be identified. This is also applicable for emails used as part of communication with ALTUROS. ALTUROS is authorised by the USER to send the USER emails. ALTUROS shall not be liable for any damages as a result of a defective or interrupted email transmission or transmission affected by spyware. Emails are considered as delivered when they have been sent to the address provided by the USER or when an email address is used that has previously been used successfully in correspondence with ALTUROS. Time of delivery for emails is deemed to be the time of sending from ALTUROS.

8. Changes to the General Terms & Conditions

The current version of the General Terms & Conditions is the version dated 1 May 2018. In the event of any important changes, a notice will be published on the website and app for a period of 30 days. By continuing to use SKILINE services and the SKILINE website and/or app, the USER agrees to and accepts the new version.

9. Severability clause

In the event one section of these T&Cs becomes ineffective, the validity of the remaining sections shall not be affected.

10. Applicable law and place of jurisdiction

The current General Terms & Conditions are subject to Austrian law. The United Nations Convention on Contracts for the International Sale of Goods is excluded. ALTUROS will always consider all complaints or disputes. In the event of a dispute, the USER must immediately contact ALTUROS to find a mutual solution. All interactions between the USER and ALTUROS are subject to Austrian law. The exclusive place of jurisdiction is Klagenfurt in Austria.