

## GENERAL TERMS AND CONDITIONS

### GENERAL PART

#### 1. Validity, subject matter

- 1.1. These General Terms and Conditions ("**GTC**") of Alpenland Tourismus GmbH, FN 216132 t, UID ATU52869702, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: [info@360alpenland.com](mailto:info@360alpenland.com) and the Tourismusverband Alpenland, Tourismusverband iSd Oö Tourismusgesetz, UID ATU63147507, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: info@360alpenland.com, (hereinafter referred to as "**ATG**") apply - insofar as they are agreed - to all legal transactions with and services provided to their contractual partners (hereinafter referred to as "**customers**" or individually gender-neutral "**customer**").
- 1.2. The ATG is only prepared to contract on the terms and conditions set out in its GTC and only offers its services (including ancillary and additional services) on the basis of these terms and conditions. Contractual or business terms and conditions of customers shall only apply if they have been expressly recognized by ATG. (Fulfillment) actions or silence on the part of ATG shall not be deemed as acceptance of contractual or business terms and conditions of customers.
- 1.3. The GTC can be viewed electronically on the ATG website <https://www.360alpenland.com> ("**Website**"), printed out, downloaded and saved on a storage medium.
- 1.4. In the cases listed below, the respective provisions set out in the Special Section of the GTC shall also take precedence over the General Section of the GTC, whereby the General Section shall only apply in these cases to the extent that the Special Sections do not contain any independent provisions:
  - When using the portals, the provisions of the Special Section "**Using the Portal**" apply.
  - When using the webshop, the provisions of the Special Section "**Webshop**" apply.
  - The provisions of the Special Section "**Pyhrn-Priel Cards**" apply to the purchase and use of Pyhrn-Priel Cards.
  - When using the Digital Vacation Companion "Franzi", the provisions of the Special Section

"**Digital Vacation Companion "Franzi"**" apply.

- The provisions of the Special Section "**Employee Card**" apply to the purchase and use of the Employee Card.
- The provisions of the special section "**Canto media database**" apply to the use of images.
- The provisions of the Special Section "**B2B Transactions**" apply to all contracts concluded with companies.

## 2. **Offers, prices**

Unless expressly regulated or agreed otherwise, ATG offers are subject to change (non-binding) and only represent an invitation to the customer to submit an offer. Unless expressly regulated or agreed otherwise, prices are to be understood as including the applicable statutory VAT, i.e. gross, but excluding delivery and shipping costs, which may be shown separately.

## 3. **Warranty, compensation for damages**

Unless expressly regulated or agreed otherwise, the statutory warranty and compensation provisions shall apply. However, claims for damages against the ATG - with the exception of personal injury - are excluded in cases of slight negligence. The ATG is therefore only liable - except for personal injury - in cases of intent or gross negligence. Insofar as the liability of the ATG is excluded, this also applies to its bodies, employees and other vicarious agents.

## 4. **Provision of electronic platforms**

- 4.1. The ATG operates electronic platforms (in particular on its website), such as in particular a portal for the provision of information and booking options regarding accommodation, activities and other vacation services (hereinafter "**Portal**") and a webshop ("**Webshop**") (hereinafter jointly referred to as "**Platforms**"). These platforms are provided and operated exclusively in German. Insofar as information and registration and ordering processes are occasionally provided in other languages, this is a non-binding service of the ATG and does not establish any legal claims on the part of customers.
- 4.2. ATG endeavors to ensure the highest possible and secure availability and functionality of the platforms it operates, as well as data processing, transmission and security, and to keep disruptions and errors to a minimum. However, the ATG does not owe any specific (in particular no constant, secure, fault-free and error-free) availability and functionality of the platforms and no success of any kind (e.g. unrestricted functional operation, a business transaction or a specific usability or exploitability of the content thereon).

- 4.3. The ATG is not responsible for any loss, damage or security breaches of data that occur outside the sphere of the ATG (e.g. during transmission via the Internet).
- 4.4. The provision and use of the platforms is free of charge for customers. For third-party providers (see point 5.), the provision and use is made against payment of a contribution to cover costs without the intention of making a commercial profit and in this respect represents a service provided by the ATG to promote tourism in the region.

## 5. Services from third-party providers

- 5.1. In fulfilling its tasks (in particular on its platforms), the ATG provides non-binding and unverified information on accommodation, activities and other vacation services (hereinafter all referred to as "**vacation services**") in the region, which are advertised and offered exclusively by external companies, such as the respective accommodation providers, hotel operators, service providers and suppliers (hereinafter referred to as "**third-party providers**"). The ATG only provides a platform for the information and offers of the third-party providers and does not itself offer any vacation services or any intermediary services in this regard. Contracts for booked vacation services are therefore concluded exclusively between the customer and the respective third-party provider and lead to a contractual relationship exclusively between the customer and the respective third-party provider. In this respect, the ATG is neither a contractual partner nor a vicarious agent of the customer or the third-party provider and is in no way (co-)responsible for the fulfillment of pre-contractual, contractual or non-contractual obligations of the customer or the third-party provider. The third-party providers are also not vicarious agents of the ATG. The ATG does not receive any remuneration from the third-party providers for the vacation service bookings made by customers with the third-party providers. The third-party providers merely make a contribution to cover the costs of operating the platforms (see point 4.4. above).
- 5.2. The contracts between the customer and the third-party provider are therefore governed exclusively by the terms and conditions agreed between them, including the terms of payment and any withdrawal and cancellation options. Contractual claims relating to the vacation services must therefore be asserted exclusively against the third-party provider and any contract withdrawals and cancellations must be declared exclusively to the third-party provider. The ATG will forward any correspondence and / or (withdrawal) declarations received by it or declared via its platforms to the relevant third-party provider without obligation and without guarantee or assumption of any responsibility, without assuming or recognizing any associated legal obligations.

5.3. The ATG assumes no warranty, liability or responsibility for the services of the customer or the third-party providers or for the completeness and accuracy of the information, descriptions, details and other content of any kind whatsoever (all referred to as "**content**") that is entered by the third-party providers and not checked by the ATG. The ATG does not provide and does not owe the customer any review or control of any kind whatsoever with regard to the third-party providers themselves or the content provided by them and placed on the portal and - except in justified individual cases - does not carry out any reviews or controls of this content.

## **6. Own offers**

6.1. The following provisions govern the rights and obligations in connection with the booking and reservation of events and experiences for which the ATG itself acts as the organizer. It is possible to either reserve tickets for these own events or to pay for them immediately via the portal or directly.

6.2. A contract is concluded by a confirmation from the ATG to the customer in text form (e.g. e-mail, delivery of an invoice, reservation confirmation, etc.) after the customer has either entered their registration details in the registration form on the portal and clicked on the "Book with obligation to pay" button, sent their registration documents to the ATG in another way or made them known on site at the ATG's business premises. This registration confirmation serves as proof of the booking and must be presented to the respective provider on site.

6.3. When booking and reserving online, customers have the option of printing out the text of the contract during the registration process and before concluding the contract.

6.4. There is no entitlement to the conclusion of a contract. The ATG is free to reject any offer from a customer to conclude a contract without giving reasons.

6.5. The reservation and purchase of tickets are binding. The contract is concluded by the provision of the registration confirmation (see point 6.2.). Registrations will be considered in the order in which they arrive. Registrations that can no longer be considered will be canceled. The correct provision of the required data is required for a booking. Any changes to this data must be reported to the ATG immediately.

6.6. Unless otherwise agreed between the contracting parties, the ticket prices for reserved tickets must be paid on site at the event.

6.7. Cancellations by the customer (except within the scope of the statutory right of withdrawal for consumers) are only possible in accordance with the special cancellation conditions, which are

determined individually for the respective event. The individual cancellation conditions will be made available to the customer before the booking is made and will also be shown in the booking confirmation.

- 6.8. At the customer's request, the ATG will endeavor to rebook the customer for a subsequent date. However, the customer has no legal claim to this.
- 6.9. Unless otherwise agreed between the contracting parties, a substitute participant may be named at any time free of charge.
- 6.10. Due to the long-term planning of the events, ATG reserves the right to make changes to the program for organizational reasons, in particular changes to dates, locations, etc.
- 6.11. There is no entitlement to complete or partial realization of the events. In particular, ATG reserves the right to postpone the start of the event or to cancel the event in its entirety if the required number of participants is not reached.
- 6.12. The customer will be informed by ATG in good time of any program changes, postponements or cancellations.
- 6.13. Events canceled due to the ATG's inability to attend will be rescheduled on another or additional dates without additional fees if possible.
- 6.14. In the event of a postponement that is not limited to a postponement within one working day (e.g. from 2 p.m. to 4 p.m. on the same day), the customer may cancel participation in the event free of charge.
- 6.15. In the event that the event is canceled without substitution or canceled in due time, ATG will refund any ticket prices already paid.
- 6.16. With regard to any claims for damages arising from rebookings, program changes or cancellations, point 3 of the General Section of these GTC (Warranty, Compensation) shall apply. The customer's right to cancel in accordance with point 6.14. remains unaffected.
- 6.17. By purchasing a ticket, the customer undertakes to observe the house rules of the respective event venue and to follow the instructions of the event staff.

## **7. Accommodation classification**

The standard international accommodation classification according to stars provides a non-binding indication of the standard of accommodation. The accommodation classification stated in

the documents or on the platforms of the ATG is based exclusively on the respective categorization procedure of the responsible chambers (e.g. Chamber of Commerce). All additional content is based on information provided by the third-party providers, for which the ATG assumes no guarantee or liability (see point 5.3.).

## **8. Vouchers**

- 8.1. The ATG offers customers the purchase of vouchers that can be redeemed at the redemption points listed on the website (hereinafter referred to as "**service partners**"). In this case, a contractual relationship is established between the ATG and the customer solely for the purchase of the vouchers. Even in this case, no contractual relationship is established between the ATG and the customer regarding the goods or services to be purchased by the customer via the voucher, such as vacation services in particular; such a relationship is only established between the customer and the respective service partner (only) when the vouchers are redeemed. Point 5. also applies mutatis mutandis to the service partners.
- 8.2. Cash redemption of the voucher or the value securitized with it is excluded.
- 8.3. Customers have the option of withdrawing from the purchase contract for the acquisition of the vouchers if the conditions set out in Annex ./A Cancellation and withdrawal instructions are met, if and insofar as the vouchers have not yet been redeemed. To the extent that the vouchers have already been redeemed with the service partners, the conditions agreed between the customer and the service partner shall apply exclusively and any rights of withdrawal and revocation shall also be governed by these conditions.

## **9. Intellectual property rights, copyrights**

- 9.1. Unless expressly agreed otherwise with the Customer, all intellectual property rights (including industrial property rights) shall remain the exclusive property of ATG. The Customer shall not receive or acquire any rights whatsoever to them. Customers are only permitted personal, intended and unalterable use in compliance with these GTC and the applicable legal provisions. Any other use, exploitation, modification, reproduction or distribution requires the prior express consent of ATG.
- 9.2. Insofar as the ATG has not expressly granted the customer rights of use or permissions to use works protected by copyright of the ATG (such as software, databases, content, plans, sketches, brochures, catalogs, presentations) within the meaning of Section 24 of the Austrian Copyright Act as amended ("**UrHG**"), the exploitation rights to these works pursuant to Sections 14 to 18a UrhG shall remain exclusively with the ATG.

## 10. Data protection

Information on the processing of personal data of customers by the ATG can be found on the website under the domain <https://www.360alpenland.com/en/data-protection>.

## 11. Online platform for dispute resolution

11.1. The European Commission provides a platform for online dispute resolution (ODR), which you can find at <http://ec.europa.eu/consumers/odr>. Consumers within the meaning of the Consumer Protection Act as amended ("KSchG") have the option of using this platform to resolve their disputes. Pursuant to Section 19 (3) of the Alternative Dispute Resolution Act as amended, entrepreneurs must inform customers of the competent bodies for alternative dispute resolution on paper or another durable medium if they are unable to reach an agreement with them in a dispute. For online transactions, these are [www.ombudsmann.at](http://www.ombudsmann.at) and [www.verbraucherschlichtung.or.at](http://www.verbraucherschlichtung.or.at).

11.2. ATG hereby declares that it will not participate in alternative dispute resolution proceedings before the competent alternative dispute resolution bodies, unless there is a mandatory legal obligation to do so.

## 12. Final provisions

### 12.1. Offsetting

Offsetting against ATG's claims with counterclaims of any kind whatsoever is excluded, except in the event of ATG's insolvency and for counterclaims that are legally related to ATG's claim, have been established by a court or recognized by ATG. In these cases, the Customer has the option of offsetting.

### 12.2. Applicable law

Subject to mandatory provisions of the country of residence of customers who are consumers within the meaning of the Austrian Consumer Protection Act (KSchG), these GTC (including the question of their inclusion, their valid conclusion and their prior and subsequent effects) shall be governed exclusively by Austrian law, excluding the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

### 12.3. Linked websites

Links to external websites contained on the ATG websites are completely beyond the control of the ATG. The ATG also does not carry out any checks on the linked websites and their content and is not obliged to do so vis-à-vis the customer. The ATG therefore provides no guarantee, nor is it liable for the accuracy, completeness and legality of linked websites and their content, for which the provider of the linked external website or the content on it is solely responsible.

#### 12.4. Linguistic deviations

If these GTC are also provided in whole or in part in other languages, the ATG assumes no guarantee or liability for the (purchased) translation of these GTC into other languages. In the event of linguistic deviations in the GTC written in other languages, the German version shall take precedence over the GTC written in other languages.

#### 12.5. Attachments

The following annexes form an integral part of these GTC:

Cancellation and withdrawal instructions (Consumer Protection Act and Distance and Off-Premises Transactions Act)

Sample withdrawal and revocation form (Consumer Protection Act and Distance and Off-Premises Transactions Act)

## SPECIAL PART

### "Use portal"

#### 1. Validity, subject matter

- 1.1. Alpenland Tourismus GmbH, FN 216132 t, UID ATU52869702, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: info@360alpenland.com and the Tourismusverband Alpenland, Tourismusverband iSd Oö Tourismusgesetz, UID ATU63147507, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: info@360alpenland.com, (hereinafter referred to as "**ATG**") operates on its generally accessible websites <https://www.360alpenland.com> ("**Website**") an internet portal with a technical-electronic booking system for online bookings of accommodation (in particular hotels), activities and other vacation services (hereinafter all referred to as "**Holiday Services**") in the region ("**Portal**").
- 1.2. The following provisions of this Special Section of the General Terms and Conditions of ATG ("**GTC**") apply only to the use of the portal by customers (hereinafter referred to as "**Customers**" or individually gender-neutral "**Customer**"). Insofar as this Special Section does not contain any provisions, the provisions of the General Section of the GTC shall apply.

#### 2. Provision of the portal

The ATG provides free, non-binding information on vacation services on its portal and enables direct booking of the same with the respective accommodation providers, hotel operators, service providers and suppliers (hereinafter referred to as "**third-party providers**"). The ATG only provides the portal and does not offer any accommodation or vacation services itself (see also points 4. and 5. of the General Section of the GTC).

#### 3. Use of the portal

- 3.1. In order to be able to use the portal, the customer must fulfill the necessary technical requirements at his own expense. The customer must bear the costs for access to the Internet as well as connection costs to mobile phone and Internet operators.
- 3.2. In order to be able to use the portal, the customer must register once using the online registration form on the website and consent to the ATG's GTC and, if necessary, to the processing of certain personal data by actively clicking on the corresponding tick box, which would not be covered by any other lawfulness condition within the meaning of Art 6 (1) of Regulation (EU) 2016/679 (General Data Protection Regulation). Registration on and use of the portal is free of

charge for the customer.

- 3.3. Only persons who have full legal capacity and are authorized to act on their own behalf and those acting with the consent of their legal representatives are entitled to register. In the case of minors or customers who are not authorized to act on their own behalf, an express declaration of consent from the legal representatives must be sent to the ATG (for contact details see point 1.1.), otherwise use of the portal is not permitted and the ATG is entitled without further ado to temporarily block or permanently delete the customer's user account. Furthermore, in this case, the conclusion of contractual relationships both with the ATG and with third-party providers is subject to the condition precedent of the existence of such a declaration of consent.
- 3.4. All information provided by the customer during registration must be true, correct, up-to-date and complete. The customer is obliged to keep the registration data up to date. In the event of false, incorrect, outdated or incomplete information or if there are reasonable grounds to believe that the customer's information is false, incorrect, outdated or incomplete, the ATG shall be entitled to temporarily block or permanently delete the customer's user account with immediate effect and without prior notice and to prohibit the customer's current and/or future use of the portal.
- 3.5. Each customer may only have one user account on the portal and confirms with their registration that they do not already have a user account on the portal. The user account is not transferable.
- 3.6. By submitting the completed online registration form electronically, the customer submits a binding offer to the ATG to conclude a contract for the use of the portal. Immediately after registration, the customer will receive an e-mail confirming the technical receipt of the registration on the ATG server ("**registration confirmation**"). A contract between the (registered) customer and the ATG is only concluded upon transmission of the registration confirmation.
- 3.7. After successful registration, a user account is automatically opened for the customer. The registered customer can then access the portal at any time by entering their login details (e-mail address and the password they have chosen).
- 3.8. The customer's user account is protected against access by other persons by the password chosen by the customer. The customer is obliged to treat his password confidentially and to take the necessary care to ensure that third parties do not gain access to it. Passing on or disclosing the login data to third parties and/or authorizing them to use the customer's user account is expressly prohibited. The customer must protect his login data from unauthorized access by third parties, misuse or fraudulent use. The customer must immediately report any unauthorized, improper or fraudulent use of his user account as well as any suspicion that his

user account could be exposed to such a risk to the ATG (for contact details see point 1.1.) and change his password.

- 3.9. While using the portal, the customer is always permanently logged in ("soft login") until he actively logs out using the logout button or the corresponding browser cookies are deleted. The customer is advised that there is a fundamental risk that third parties may be able to access his user account and all personal data stored therein if they have a registered end device of the customer, and that a registered end device may exchange data with the ATG in the background even without active use, whereby the data volume available to the customer from his Internet provider may be used and impaired. The customer is therefore recommended to actively log out after the end of each use of the portal by actively clicking on the logout button.
- 3.10. The ATG is entitled to temporarily block or permanently delete a customer's user account with immediate effect and without prior notice if there is an important reason (e.g. suspicion of unauthorized, abusive or fraudulent use).

#### **4. Booking, prices**

- 4.1. If the customer wishes to book a vacation service on the portal, then - after providing certain personal data required for the fulfillment of the contract in an online booking form and after agreeing to the terms and conditions of the third-party provider, such as in particular its payment and cancellation conditions - by actively clicking on the "Order with obligation to pay" button at the end of the booking form, the customer submits a binding offer to the respective third-party provider to conclude a fee-based contract for the vacation service selected by the customer in accordance with the terms and conditions of the third-party provider.
- 4.2. Immediately after completion of the booking process, the customer will receive an e-mail confirming the technical receipt of the booking request on the third-party provider's server. However, the contract for the vacation service booked by the customer only comes into effect after the relevant third-party provider has sent a booking confirmation. The booking confirmation will be sent to the customer by e-mail and - at the customer's discretion - also by fax and/or text message.
- 4.3. The customer is advised to make appropriate settings in his e-mail account (in particular inbox and spam filter) to ensure that e-mails sent to the e-mail address registered by him reach him.
- 4.4. The price information on the portal comes exclusively from the respective third-party provider. Payment is made exclusively directly to the third-party provider.

## 5. Cancellation

- 5.1. If it is possible to cancel a booked vacation service via the portal, an automatic cancellation number will be assigned in the event of a cancellation by the customer and the cancellation will be automatically forwarded to the relevant third-party provider, so that the final cancellation of the vacation service is carried out or confirmed by the relevant third-party provider.
  
- 5.2. In order to prevent misuse of the booking system in the portal and to avoid unnecessarily burdening third-party providers with incorrect bookings, the ATG reserves the right, notwithstanding points 3. and 5.1 the right to cancel a booking technically via the portal in individual cases in coordination with the third-party provider if there is a suspicion of misuse and contact with the customer is not possible or fails. In such cases, the ATG will only cancel the booking technically via the portal and the third-party provider will process the cancellation further. After the cancellation has been made, there is no entitlement to the provision of the booked vacation service by the third-party provider.

## SPECIAL PART

### "Webshop"

#### 1. Subject matter and validity

- 1.1. Alpenland Tourismus GmbH, FN 216132 t, UID ATU52869702, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: info@360alpenland.com (hereinafter referred to as "**ATG**") operates a webshop for the sale of goods and services (hereinafter referred to as "**Webshop**") on its publicly accessible website <https://www.360alpenland.com> ("**Website**").
- 1.2. The following provisions of this Special Section of the General Terms and Conditions of ATG ("**GTC**") apply only to the use of the Webshop by customers (hereinafter referred to as "**Customers**" or individually gender-neutral "**Customer**"). Insofar as this Special Section does not contain any provisions, the provisions of the General Section of the GTC shall apply.

#### 2. Offer, conclusion of contract in the webshop

- 2.1. All offers of the ATG in the webshop are limited to the availability of the goods and are merely to be understood as an invitation to place an order. For the customer's order, consent to the ATG's GTC and, if necessary, to the processing of certain personal data, which would not be covered by any other legality condition within the meaning of Art. 6 para. 1 of Regulation (EU) 2016/679 (General Data Protection Regulation), is required. The customer grants the aforementioned consents by actively clicking on the corresponding tick boxes and only the order, which is then sent by clicking on the "Order with obligation to pay" button at the end of the order process, constitutes a legally binding offer.
- 2.2. A contract is only concluded after express acceptance by ATG. Acceptance by ATG is effected by sending an order confirmation within four working days, whereby Saturday does not count as a working day, or by sending the goods immediately. The automatic confirmation of receipt by e-mail, in which the customer's order is listed again, merely documents the technical receipt or receipt of the customer's order by ATG and does not constitute acceptance.
- 2.3. Subsequent change requests can only be carried out in exceptional cases - without any legal claim on the part of the customer - and against separate reimbursement of costs.

#### 3. Prices, terms of payment, delivery

- 3.1. Unless other amounts are expressly stated in the webshop, the following flat-rate delivery and shipping costs will be charged:

<b>Country code</b>	<b>Maximum weight (in kg)</b>	<b>Price (in EURO; including VAT)</b>
AT	2,00	5,52
AT	4,00	6,96
AT	10,00	10,26
AT	20,00	13,10
AT	31,50	15,15
EU	1,00	15,90
EU	2,00	17,10
EU	4,00	18,30
EU	10,00	23,10
EU	20,00	29,25
EU	31,50	39,35

- 3.2. The ATG provides its services via the webshop only against advance payment or immediate payment after completion of the order process.
- 3.3. ATG invoices are due for payment immediately after completion of the order process, free of charges and deductions. The ordered goods shall only be delivered once the full invoice amount has been credited to the ATG's bank account. If no contract is concluded after payment due to lack of acceptance by ATG (e.g. because the ordered goods or the ordered quantity is no longer available), the amount will be refunded by ATG without delay. If the goods specified by the customer in the order are only temporarily unavailable, ATG shall inform the customer of this in the order confirmation. In the event of a delay in delivery of more than two weeks, the customer has the right to withdraw from the contract. If not all the desired goods are in stock and therefore not immediately available, partial deliveries are permitted. In this case, subsequent deliveries shall be free of shipping costs.
- 3.4. ATG currently accepts the following payment methods: (i) credit card, (ii) PayPal and (iii) instant bank transfer.
- 3.5. Shipment shall be made using standard transportation service providers (such as Österreichische Post AG). The risk is transferred to the customer upon delivery of the goods to the carrier.

- 3.6. Operational disruptions and events of force majeure as well as other events beyond the control of ATG, in particular delays in delivery by upstream suppliers of more than two weeks, shall entitle ATG to withdraw from the contract for the part not yet fulfilled.

#### **4. Retention of title**

- 4.1. Goods shall remain the property of ATG until the purchase price and all costs and expenses have been paid in full. Resale is only permitted if ATG has been notified in good time in advance, stating the name and exact business address of the purchaser, and ATG expressly consents to the sale.
- 4.2. In the event of default of payment, the ATG is entitled to assert its rights arising from the retention of title. The assertion of the retention of title by the ATG does not constitute a withdrawal from the contract unless the ATG expressly declares its withdrawal from the contract.

#### **5. Default of acceptance**

If the customer is in default of acceptance, the ATG has the right to withdraw from the contract after setting a reasonable grace period and to resell the goods after withdrawal. In the event that ATG makes use of this right of withdrawal, the customer must pay ATG a lump-sum compensation amounting to 10% of the invoice amount as compensation for the expenses incurred by ATG and subject to the judicial right of moderation. The assertion of any further damages remains unaffected.

## SPECIAL PART

### "Pyhrn-Priel-Cards"

#### 1. Validity, subject matter

- 1.1. Alpenland Tourismus GmbH, FN 216132 t, UID ATU52869702, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: info@360alpenland.com and the Tourismusverband Alpenland, (hereinafter referred to as "**ATG**") issues various (discount) cards ("**Pyhrn-Priel Cards**") to customers, who can purchase and use them under the following conditions.
- 1.2. The following provisions of this Special Section of the General Terms and Conditions of the ATG ("**GTC**") only apply to the purchase and use of Pyhrn-Priel Cards by customers (hereinafter referred to as "**customer**" or individually gender-neutral "**customer**") . Insofar as this Special Section does not contain any provisions, the provisions of the General Section of the GTC shall apply.

#### 2. Service content, tariffs

The Pyhrn-Priel Cards currently issued by the ATG, including the service content and tariffs, are published in the service brochure available electronically at "[www.pyhrn-priel-card.at](http://www.pyhrn-priel-card.at)". In particular, the service brochure contains a more detailed description of the respective Pyhrn-Priel-Cards, the sources of supply, the scope of services, the period of validity or conditions of validity, the associated services and discounts for the different age groups, the prices and the service partners.

#### 3. Use, non-transferability, misuse

- 3.1. To obtain the card benefits, the cardholder must present his/her Pyhrn-Priel Card. The validity and identity of the card will be checked by the service partner using an acceptance device or simply by visual inspection with a note of the card number and the cardholder's name. The cardholder is obliged to present a valid photo ID upon request, otherwise free use may be denied.
- 3.2. The Pyhrn-Priel Cards are non-transferable and may only be used by the person whose name and identification number appear on the card. If the Pyhrn-Priel Card is not used, no compensation can be requested or paid.

- 3.3. In the event of misuse or suspected misuse, the service partners are entitled or obliged to retain the card without compensation. In the event of misuse or reasonable suspicion of misuse, a report will be made if necessary. In the event of theft or loss, the cardholder is obliged to report this incident to the ATG immediately (for contact details see point 1.1.). There is no entitlement to replacement of the card or reduction of the purchase price.

#### **4. Service partner**

- 4.1. All service partners listed in the service brochure have undertaken to provide the holders of the Pyhrn-Priel Cards with the services designated for the respective Pyhrn-Priel Cards in accordance with and subject to their own general terms and conditions of transportation and business, in terms of time and quantity and without restriction.
- 4.2. Points 4. and 5. of the General Section of the GTC apply accordingly. In addition, it should be noted that the operating and opening hours of some service partners do not coincide with the entire Card season, primarily due to weather and seasonal circumstances. Some service partners may also have longer waiting times for capacity reasons.

#### **5. Damage, loss**

- 5.1. In the event of damage or technical defects to the Pyhrn-Priel Card, the customer can contact the service partner or any official issuing office, who will replace the damaged card.
- 5.2. If the Card is lost, the ATG must be informed immediately. After reissue, the lost Card loses its validity with immediate effect. The fee for reissuing the Pyhrn-Priel Card is shown in the service brochure or on [www.pyhrn-priel-card.at](http://www.pyhrn-priel-card.at).

## SPECIAL PART

### "Digital vacation companion "Franzi""

#### 1. Validity, subject matter

- 1.1. Alpenland Tourismus GmbH, FN 216132 t, UID ATU52869702, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: info@360alpenland.com, (hereinafter referred to as "**ATG**") provides the Digital Holiday Companion service (hereinafter referred to as "**Franzi**") as a service provider within the meaning of Section 16 of the E-Commerce Act, via which duly registered participants (hereinafter referred to as "**customers**" or individually gender-neutral "**customer**") can use information and services of the ATG via their terminal device.
- 1.2. The following provisions of this Special Section of the ATG General Terms and Conditions ("**GTC**") apply only to the use of Franzi.
- 1.3. The following GTC govern the provision of services by Des ATG and the use of these services by duly registered customers.
- 1.4. The ATG reserves the right to amend these GTC at any time, including within existing contractual relationships. The ATG will notify the customer of such changes at least 30 calendar days before the planned entry into force of the changes. If the customer does not object to these changes within 30 days of receipt of the notification and continues to use the services after expiry of the objection period, the changes shall be deemed to have been effectively agreed from the expiry of the deadline. In the notification of change, ATG shall inform the customer of his right to object, the relevant deadlines for exercising this right and the legal consequences of non-compliance.

#### 2. Registration for participation, handling of access data, termination of participation

- 2.1. Any use of the Franzi Progressive Web App requires the customer to register. Registration can take place by entering an e-mail address, individual user name and password. The contact details and other information requested by the operator during the registration process must be provided completely and correctly by the customer. Franzi is only available to natural persons for their exclusively private use.
- 2.2. After the customer has entered all the registration data, the ATG checks it for completeness and plausibility. If the information is correct from the ATG's point of view and there are no other concerns from the ATG's point of view, the ATG will activate access. Once access has been

activated, the customer is entitled to use Franzi within the scope of these GTC until the respective log-out.

- 2.3. The access data, including the password, must be kept secret by the customer and not made accessible to unauthorized third parties.
- 2.4. Furthermore, it is the sole responsibility of the customer to ensure that access to Franzi and use of the services available on the Progressive Web App is carried out exclusively by the customer or by persons authorized by the customer. If there is reason to fear that unauthorized third parties have obtained or will obtain knowledge of the customer's access data, ATG must be informed immediately.
- 2.5. The customer is obliged to keep their data (including contact details) up to date. If there is a change in the data provided during the period of participation, the customer must inform the operator immediately.

### **3. Services and content on the Digital Vacation Companion**

- 3.1. The ATG provides the customer with various information and services on Franzi for temporary use. Such services may include, for example, the provision of data, information and other content (hereinafter collectively referred to as "content"), as well as the possibility of transmitting certain data to third parties (guest registration).
- 3.2. The content and scope of the services are determined by the respective contractual agreements, and otherwise by the functionalities currently available on the Digital Vacation Companion.
- 3.3. The services available on Franzi may also include services from third-party providers (e.g. service providers) to which the ATG merely provides access. The use of such services - which are identified as third-party services - may be subject to provisions that deviate from or supplement these GTC, to which the ATG will make reference in each case.
- 3.4. Entitlement to use the services available on Franzi exists only within the scope of the technical and operational possibilities of the ATG. The ATG endeavors to ensure that its services can be used as uninterruptedly as possible. However, temporary restrictions or interruptions may occur due to technical faults (e.g. interruption of the power supply, hardware and software errors, technical problems in the data lines).
- 3.5. ATG is entitled at any time to change services provided on Franzi, to make new services available and to discontinue the provision of services. In doing so, ATG shall take into account the legitimate interests of the customer.

#### **4. Protection of content, responsibility for third-party content**

- 4.1. The content available on Franzi is generally protected by copyright or other intellectual property rights and is the property of the ATG, the other customers or other third parties who have made the respective content available. The compilation of the content as such is at most protected as a database or database work. The customer may only use this content in accordance with these GTC and within the framework specified on the portal.
- 4.2. The content available on Franzi originates partly from ATG and partly from other third parties. Content from other third parties is hereinafter collectively referred to as "third-party content". The ATG does not check the completeness, accuracy, legality and topicality of third-party content. This also applies with regard to the quality of the third-party content and its suitability for a specific purpose.
- 4.3. Unless further use is expressly permitted in these GTC or on Franzi, or is enabled by a corresponding function on Franzi, the customer may access and display content available on Franzi online for personal purposes only. This right of use is limited to the duration of the contractual participation in Franzi; the customer is prohibited from editing, modifying, translating, presenting or demonstrating, publishing, exhibiting, reproducing or distributing the content available on Franzi in whole or in part. It is also prohibited to remove or alter copyright notices, logos and other marks or protective notices.
- 4.4. The customer is only entitled to download and print out content if a download or print option is available on Franzi.

#### **5. Scope of permitted use, monitoring of usage activities**

- 5.1. The customer's right of use is limited to access to Franzi and to the use of the services available on Franzi within the scope of the provisions of these GTC.
- 5.2. The customer is responsible for creating the technical conditions necessary for the contractual use of the services in the customer's area of responsibility. The ATG does not owe any advice in this regard.
- 5.3. The ATG points out that the customer's usage activities may be monitored to the extent permitted by law. This also includes the logging of IP connection data and its evaluation in the event of a concrete suspicion of a breach of these GTC and/or in the event of a concrete suspicion of the existence of another illegal act or criminal offense.

#### **6. Prohibited activities**

- 6.1 The customer is prohibited from any activities on or in connection with Franzir that violate applicable law or infringe the rights of third parties. In particular, the customer is prohibited from the following actions:
- the posting, distribution, offering and advertising of content, services and/or products that violate data protection law and/or other laws and/or are fraudulent;
  - the use of content that insults or defames other customers or third parties or otherwise infringes their rights;
  - the use, provision and distribution of content, services and/or products that are legally protected or encumbered with third-party rights (e.g. copyrights) without being expressly authorized to do so.
- 6.2 Furthermore, the customer is prohibited from the following activities when posting his/her own content on Franzi and when communicating with other participants, irrespective of any violation of the law:
- the spread of viruses, Trojans and other malicious files;
  - the sending of junk or spam e-mails and chain letters;
  - harassing other customers, e.g. by contacting them personally several times without or contrary to the reaction of the other customer, as well as encouraging or supporting such harassment;
  - requesting other customers to disclose passwords or personal data for commercial or illegal or unlawful purposes;
  - the distribution and/or public reproduction of content available on the portal, unless the customer is expressly permitted to do so by the respective author or expressly made available as a functionality on Franzi;
  - the dissemination of lewd, offensive, sexually explicit, obscene or defamatory content or communication as well as content or communication that is likely to promote or support racism, fanaticism, hatred, physical violence or unlawful acts (in each case explicitly or implicitly).
- 6.3 The customer is also prohibited from taking any action that is likely to impair the smooth operation of Franzi.

- 6.4 If the customer becomes aware of any illegal, abusive, non-contractual or otherwise unauthorized use of Franzi, he shall contact the ATG . ATG will then investigate the matter and, if necessary, take appropriate action at its own discretion.
- 6.5 If there is a suspicion of illegal or punishable acts, the ATG is entitled and, if necessary, obliged to check the customer's activities and, if necessary, to take appropriate legal action. This may also include forwarding the facts of the case to the public prosecutor's office.

## **7. Blocking access**

- 7.1. ATG may temporarily or permanently block the customer's access to Franzi if there are concrete indications that the customer is violating or has violated these GTC and/or applicable law, or if ATG has another legitimate interest in blocking access. When deciding whether to block access, the ATG will take appropriate account of the customer's legitimate interests.
- 7.2. In the event of temporary or permanent blocking, the ATG shall block the access authorization and notify the customer of this by e-mail.
- 7.3. In the event of temporary blocking, the ATG reactivates the access authorization after the blocking period has expired and notifies the customer of this by e-mail. Permanently blocked access authorization cannot be restored. Permanently blocked persons are permanently excluded from participating in Franzi.

## **8. Limitation of liability**

- 8.1. If the customer suffers damage as a result of using the services provided by Franzi, ATG shall only be liable to the extent that the damage suffered by the customer was caused by the contractual use of the content and/or services, and only in the event of intent or gross negligence on the part of ATG.
- 8.2. The ATG shall not be liable in cases of slightly negligent breach of only insignificant contractual obligations. Otherwise, the liability of the ATG for damages caused by slight negligence is limited to those damages that must typically be expected to occur in the context of the respective contractual relationship (contractually typical foreseeable damages). This also applies to slightly negligent breaches of duty by ATG's legal representatives, executives or vicarious agents.

## **9. Final provisions**

- 9.1. Unless expressly stated otherwise in these GTC, all declarations made in the context of participation in Franzi must be made in writing or by e-mail. The ATG's e-mail address is info@bts-tourismus.at. The postal address of the ATG is Tourismusverband Alpenland, Bahnhofstraße 2,

4580 Windischgarsten. We reserve the right to change the contact details. In the event of such a change, the ATG will inform the participant accordingly.

- 9.2. Should any provision of these GTC be or become invalid, this shall not affect the legal validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes closest to the economic intentions of the parties.
- 9.3. These GTC are subject to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 9.4. The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC is the registered office of the ATG, insofar as such an agreement on the place of jurisdiction is permissible.

## SPECIAL PART

### "Employee card"

#### 1. Validity, subject matter

- 1.1. Alpenland Tourismus GmbH, FN 216132 t, UID ATU52869702, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: info@360alpenland.com, (hereinafter referred to as "**ATG**") issues the so-called "**employee cards**", which entitle employees working for employers in the region (hereinafter referred to as "**employees**") to use discounted or free services in the region for the duration of their respective employment relationship in the sense of an "inclusive package". This is intended to strengthen tourism in the region as well as customer loyalty in individual cases.
- 1.2. The following provisions of this Special Section of the General Terms and Conditions of the ATG ("GTC") only apply to the purchase and use of the Employee Card by customers (hereinafter "Customers" or individually gender-neutral "Customer"). Insofar as this Special Section does not contain any provisions, the provisions of the General Section of the GTC shall apply.

#### 2. Service content, tariffs

The employee cards currently issued by the ATG, including the service content and tariffs, are published in the service brochure available electronically at "[www.urlaubsregion-pyhrn-priel.at/mitarbeiterkarte](http://www.urlaubsregion-pyhrn-priel.at/mitarbeiterkarte)". In particular, the service brochure contains a more detailed description of the employee card, the sources of supply, the scope of services, the period of validity or conditions of validity, the associated services and discounts, the prices and the service partners.

#### 3. Use, non-transferability, misuse

- 3.1. To obtain the card benefits, the cardholder presents his/her employee card. The card is checked for validity and identity by the service partner using an acceptance device or by a simple visual check with a note of the card number and the cardholder's name. The cardholder is obliged to present a valid photo ID upon request, otherwise he/she may be refused free use of the card.
- 3.2. The employee card is non-transferable and may only be used by the person whose name and identification number appear on the card. If the employee card is not used, no replacement can be requested or provided.
- 3.3. In the event of misuse or suspected misuse, the service partners are entitled or obliged to retain the card without compensation. In the event of misuse or reasonable suspicion of misuse, a report will be made if necessary. In the event of theft or loss, the cardholder is obliged to report

this incident to the ATG immediately (for contact details see point 1.1.). There is no entitlement to replacement of the card or reduction of the purchase price.

#### **4. Service partner**

- 4.1. All service partners listed in the service brochure have undertaken to provide the holders of the Employee Card with the services designated for the respective Employee Card in accordance with and subject to their own general terms and conditions of transportation and business, in terms of time and quantity and without restriction.
- 4.2. Points 4. and 5. of the General Section of the GTC apply accordingly. In addition, it should be noted that the operating and opening hours of some service partners may be restricted, primarily due to weather and seasonal circumstances. Some service partners may also have longer waiting times for capacity reasons.

#### **5. Damage, loss**

- 5.1. If the employee card is damaged or has technical defects, the customer can contact the ATG, which will replace the damaged card.
- 5.2. If the card is lost, the ATG must be informed immediately. After reissue, the lost card loses its validity with immediate effect. The fee for reissuing the employee card is shown in the service brochure or on [www.urlaubsregion-pyhrn-priel.at/mitarbeiterkarte](http://www.urlaubsregion-pyhrn-priel.at/mitarbeiterkarte).

## **SPECIAL PART**

### **"Canto media database"**

1. The images provided here for download by the ATG are released exclusively for use for tourism purposes or for reporting in a tourism-related context. When using the images, the respective copyright or manufacturer's note must be quoted. Passing on the images to third parties is prohibited.
2. All content is protected by copyright. The user shall fully indemnify and hold ATG harmless for any claims whatsoever in connection with the violation of the terms of use or statutory provisions and shall immediately compensate or reimburse any disadvantages or damages incurred.
3. The use of the photographs for commercial purposes and their publication in books, calendars, large formats (outdoor advertising, posters) and similar printed works requires the express written consent of the ATG.
4. Please send specimen copies or sample PDFs to [info@bts-tourismus.at](mailto:info@bts-tourismus.at).

## **SPECIAL PART**

### **"B2B business"**

#### **1. Scope and subject matter**

- 1.1. The following provisions of this Special Section of the General Terms and Conditions ("**GTC**") of Alpenland Tourismus GmbH, FN 216132 t, UID ATU52869702, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: [info@360alpenland.com](mailto:info@360alpenland.com) and of the Tourismusverband Alpenland, Tourism Association within the meaning of the Upper Austrian Tourism Act, UID ATU63147507, Bahnhofstraße 2, 4580 Windischgarsten, e-mail: [info@360alpenland.com](mailto:info@360alpenland.com), (hereinafter referred to as "**ATG**") apply to all contractual relationships of the ATG with contractual partners who are entrepreneurs within the meaning of the Consumer Protection Act as amended ("**KSchG**") (hereinafter referred to as "**company**").
- 1.2. Insofar as this Special Section does not contain any provisions, the provisions of the General Section of the GTC shall apply.

## 2. Service provision

The company must provide its services in accordance with the contract and in accordance with the state of the art or the rules of the art (lege artis). Payment of the agreed fee shall only be made after the services have been provided in full by the company in accordance with the contract (fulfillment of the contract) and after an invoice entitling the customer to deduct input tax (in accordance with the Austrian Value Added Tax Act as amended) has been issued and sent to the ATG.

## 3. Premature termination of contracts

- 3.1. The ATG is entitled to terminate contracts of any kind whatsoever (including contracts for work and services as well as open-ended and fixed-term continuing obligations) with immediate effect for objective reasons, irrespective of the agreements made with the Company, even before their complete fulfillment by the Company and before the expiry of time. An objective reason exists, for example, if the Company is in default with its performance, if the quality of the Company's performance gives cause for complaint, if a customer of the ATG is not satisfied with the Company's performance, if it is foreseeable that the Company will not perform the service in accordance with the contract, if the Company fails to cooperate and collaborate with the ATG or other contractors in whole or in part, or if there are other reasons that are detrimental to the provision of high-quality, defect-free, reliable and timely services by the Company.
- 3.2. If the ATG terminates the contract for objective reasons, the Company shall be entitled to the agreed remuneration for the services rendered up to that point in time in the ratio that corresponds to the ratio of the commissioned services to the services actually rendered by the Company. Any further claims of the company are expressly excluded.

## 4. Warranty, liability

- 4.1. Notwithstanding the statutory provisions, the presumption pursuant to Section 924 sentence 2 of **the Austrian** General Civil Code as amended ("**ABGB**") that a defect already existed at the time of handover shall apply for the entire duration of the warranty period, unless it is incompatible with the nature of the item or the defect. In the event of defects, the ATG is also entitled, after the unsuccessful expiry of a reasonable grace period granted to the Company, in addition to the statutory default and warranty remedies, to have the service performed by another company of its choice at the Company's expense.
- 4.2. The inspection and complaint obligations or duties of ATG (including their legal consequences) standardized in §§ 377 f of the Austrian Commercial Code as amended or in other statutory

provisions are expressly excluded. Claims of the ATG for warranty, damages and from an error regarding the freedom from defects of the delivery therefore remain valid in any case even without a notice of defects. The acceptance of services by the ATG (even in the case of obvious defects) and payments by the ATG do not constitute an acknowledgement that the delivery is free of defects or a waiver of any claims.

- 4.3. Insofar as this does not violate mandatory law, the ATG shall only be liable for compensation for damages caused by it to the company in connection with the contract in the event that the damage was caused by gross negligence or willful misconduct. The limitations of liability do not apply to compensation for personal injury. The company bears the burden of proof for the existence of fault on the part of the ATG or its vicarious agents. The ATG is not liable for consequential damage, immaterial and indirect damage or loss of profit. Insofar as the liability of the ATG is excluded, this also applies to its representatives, employees and other vicarious agents.

## **5. Intellectual property rights, copyrights**

- 5.1. The Company grants ATG the spatially, materially and temporally unrestricted right to use the works within the meaning of the Austrian Copyright Act as amended ("**UrhG**") for all works created by the Company for it, acquired by it and provided or made available to it by the Company and uploaded to its platforms on behalf of the Company, The ATG is thus exclusively entitled (but not obliged) to use the works for individual or all types of exploitation reserved for the author pursuant to Sections 14 to 18a UrhG as well as for all future types of exploitation, in particular for sales, advertising and marketing purposes. If the company itself is the author, it waives the copyright designation pursuant to Section 20 UrhG.
- 5.2. The Company guarantees that the granting of rights to ATG is covered by corresponding (copyright, exploitation, license or usage) rights and that the works are free of any third-party rights whatsoever that exclude or restrict unrestricted use by ATG. The Company shall fully indemnify and hold ATG harmless in the event that claims are asserted by third parties in or out of court.

## **6. Contractual relationships with service partners for vouchers**

- 6.1. The ATG offers customers vouchers for sale that can be redeemed at the redemption points listed on <https://www.360alpenland.com> (hereinafter referred to as "**service partners**"). The service partner is obliged to accept the vouchers in payment transactions in the same way as cash. However, cash redemption is excluded.

- 6.2. In the event of claims by customers against the ATG arising from an unjustified refusal to accept vouchers by a service partner, the service partner must fully indemnify and hold the ATG harmless. This also includes all damages and costs (legal fees, bank charges, etc.) incurred by the ATG in this connection.
- 6.3. If the customer withdraws from the transaction with the service partner after purchasing a voucher in accordance with the provisions of the Austrian Distance and Off-Premises Transactions Act ("**FAGG**"), the service partner undertakes to take back the goods purchased by the customer and to refund the corresponding amount to the ATG if the ATG has already forwarded the amounts to the service partner. The situation is different for services already purchased. In this case, the customer has no right of withdrawal and the company has no obligation to take back or refund the goods.

## **7. Use of the portal**

- 7.1. Third-party providers can present vacation services on the portal and offer them for direct contract conclusion to customers.
- 7.2. In order to be able to use the portal, the third-party provider must fulfill the necessary technical requirements at its own expense. They must bear the costs for access to the Internet and connection costs to mobile phone and Internet operators themselves.
- 7.3. The third-party provider must, on its own responsibility and at its own expense, enter the content relating to the vacation service it offers into the portal exclusively via the feratelDeskline® WebClient system application, update it on an ongoing basis and check it for accuracy and completeness. The third-party provider shall receive the access data for the feratelDeskline® WebClient system application after conclusion of the contract. The content uploaded by the third-party provider must comply with the requirements defined in more detail in the feratelDeskline® WebClient . The ATG may reject content that does not meet the specified quality standard at any time or withhold activation. The ATG also reserves the right to suspend or cancel activation if the information entered by the third-party provider does not meet the requirements defined in more detail in the feratelDeskline® WebClient.
- 7.4. The vacation services are activated in the portal after all information required for the booking has been entered by the customer.
- 7.5. If necessary, the ATG is entitled to translate the information provided by the third-party provider into other languages, to shorten it or to adapt it to the standard maintained by the ATG.

- 7.6. The third-party provider can change the information entered, such as room availability (hereinafter referred to as "**blocking data**") and price information, at any time, exclusively for future bookings. The changes made will be visible and effective immediately. If it is not possible to enter blocking data via the feratelDeskline® WebClient system application for technical reasons, the third-party provider must immediately forward the information to the ATG in text form (e.g. by e-mail or fax). If it is not technically impossible to enter information in the feratelDeskline® WebClient, the transmission of information is not intended. If the aforementioned communication channels are nevertheless used by the third-party provider, this shall be at the sole risk of the third-party provider.
- 7.7. Changes, withdrawals and cancellations of bookings already made can only be made in accordance with the conditions agreed between the customer and the third-party provider. The third-party provider is solely responsible for handling any complaints from customers.
- 7.8. The third-party provider is obliged to inform all its own employees responsible for bookings about the existing cooperation and about the contractually or currently agreed prices and to train them accordingly.
- 7.9. The portal and the feratelDeskline® WebClient system application are operated exclusively in German.
- 7.10. Guarantee of published prices
- 7.10.1. The third-party provider guarantees that the prices entered via the feratelDeskline® WebClient system application represent the final prices and include all taxes, duties and fees. Misleading, incorrect or infringing information may result in claims of any kind, in particular claims for damages. Under no circumstances may the customer be charged more than the confirmed price on site. In the event of infringement, the third-party provider shall be liable and shall fully indemnify and hold harmless all parties involved, in particular the customer and the ATG.
- 7.10.2. The ATG expressly points out that any damages and other expenses and disadvantages of any kind incurred by the ATG as a result of non-compliance with the obligation to provide correct price information will be charged to the respective third-party provider and that the ATG reserves the right to take further legal action, in particular extraordinary termination of the contract.
- 7.11. Guarantee of accommodation

7.11.1. The third-party provider undertakes, also in relation to the customer, to accept the customer's bookings made via the portal. The customer is guaranteed accommodation under the agreed conditions and with the facilities specified in the contract.

7.11.2. This obligation also exists, in particular, if the blocking data is not entered by the third-party provider in good time. This guarantee (accommodation under the agreed conditions and with the features specified in the contract) is also given by the partner to the ATG.

7.11.3. Rebookings to other accommodation or accommodation of inferior quality are not permitted. If a rebooking is nevertheless made in breach of contract, the ATG must be informed immediately. In addition, the third-party provider is obliged to issue a written declaration for forwarding to the customer which makes it clear that the ATG is not responsible for the improper accommodation provided by the partner.

#### 7.12. Quality guarantee for accommodation

For each booking, the basic facilities of a typical categorized room, vacation apartment, suite or vacation home etc. are deemed to have been agreed. Customers will only be accommodated in accommodation that has the categorized facilities specified in the contract.

#### 7.13. Classification and evaluation of accommodation

The star rating given by the third-party provider is not binding for the ATG. The third-party provider gives its express and irrevocable consent for the rating to be publicly displayed on the website by customers who have made the booking via the portal or through other sales channels of the ATG. The third-party provider is not entitled to the publication of all reviews. The ATG reserves the right to remove or not publish reviews at any time, particularly in the event of suspicion of misuse or intent to cause harm. This does not give rise to any rights or claims of any kind for the third-party provider.

#### 7.14. Blocking the third-party provider

Any of the following circumstances or facts shall entitle the ATG to immediately block the third-party provider in the portal, in whole or in part, permanently or temporarily, for all further bookings, without this giving rise to any rights or claims for the third-party provider; the remaining provisions of the contract and these GTC shall remain unaffected.

- a) The third-party provider rejects a booking duly made via the system due to its failure to maintain the data;
- b) The third-party provider disputes the receipt of a properly executed booking

or the refusal of accommodation despite a properly executed booking;

- c) The customer is accommodated in accommodation of inferior quality or below average size (e.g. "staff room");
- d) The customer will be relocated to another accommodation despite having made a proper booking;
- e) The customer is charged a higher price than the contractually or currently agreed price;
- f) The customer will be charged for the accommodation despite having canceled in due time; this also includes the unauthorized charging of the customer's credit card;
- g) Failure to pay the agreed cost contribution or agreed fees on time or unjustified reduction of cost contributions;
- h) Other conduct damaging to business or reputation;
- i) Failure to provide the services guaranteed to the guest free of charge.

Each of the above circumstances or facts also entitles the ATG to terminate the contract with the third-party provider for cause (without notice). Once the third-party provider has been blocked, the ATG reserves the right to only reactivate the third-party provider for bookings once all outstanding cost contributions or other claims have been settled. However, the third-party provider shall not be entitled to have the block lifted if it is blocked.

## **8. Final provisions**

### **8.1. Changes, additions**

All amendments and additions to contracts between the company and the ATG, as well as any collateral agreements and supplementary agreements, must be made in writing in order to be valid. This also applies to any waiver of the written form requirement.

### **8.2. Right of retention, offsetting**

The company has no right of retention to items, proceeds received or other payments. Furthermore, the company is prohibited from offsetting its own (remuneration) claims with the proceeds of sale or other payments received. Statutory rights of retention and set-off of the Company (§§ 471, 1052 ABGB, 369 f Unternehmensgesetzbuch as amended) are excluded by mutual agreement. Offsetting against claims of ATG with counter-claims of any kind whatsoever is excluded.

8.3. Exclusion of the waiver fiction

No waiver of rights can be derived from an act or omission by the ATG if such a waiver is not expressly declared in writing.

8.4. Place of fulfillment

The place of performance for all obligations arising from or in connection with this contract shall be the registered office of ATG.

8.5. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship with the company shall be the competent court at the registered office of the ATG. The ATG is also entitled to assert its claims at any other available place of jurisdiction.

8.6. Waiver of avoidance

To the extent permitted by mandatory law, the Company waives the right to contest contractual relationships with ATG for the purpose of adjustment or rescission (but in any case due to error or the absence or discontinuation of the basis of the transaction) or to assert that they were not validly concluded or are null and void.

8.7. Severability clause

Should individual provisions in contracts between the Company and the ATG be invalid in whole or in part, all other provisions shall remain valid. The company and the ATG undertake to replace the invalid or unenforceable provisions with valid and enforceable provisions that come as close as possible to the economic purpose of this contract. The same applies in the event of a loophole requiring regulation.

8.8. Legal succession, transfer

The transfer of contractual agreements between the Company and the ATG by the Contractor by way of individual or universal succession requires the written consent of the ATG. The contracting parties undertake, taking into account the ATG's right of consent in sentence 1, to transfer any contractual relationships, including all rights and obligations contained therein, in full and without restriction to any individual and universal successors with the obligation to continue to be bound.

8.9. Signature guarantee

The person(s) signing contracts with the ATG on behalf of the company guarantee(s) by their signature, with other personal liability, that they are authorized to sign on behalf of the company in a legally binding manner and are authorized to conclude the contract(s) with the ATG.

## Annex ./A to the GTC

### Instructions on withdrawal and revocation rights

#### 1. Information on the right of withdrawal in accordance with § 3 of the Consumer Protection Act

Customers who are consumers within the meaning of § 1 of the Consumer Protection Act as amended ("**KSchG**") and who have not made their contractual declaration either in the rooms permanently used by the ATG for its business purposes or at a stand used by the ATG for this purpose at a trade fair or market may withdraw from their contract application or from the contract in accordance with § 3 of the Consumer Protection Act.

This withdrawal can be declared up to the conclusion of the contract or thereafter within 14 (fourteen) days. This period begins with the delivery to the customer of a document containing at least the name and address of the ATG, the information necessary to identify the contract and instructions on the right of withdrawal, the withdrawal period and the procedure for exercising the right of withdrawal, but no earlier than the conclusion of the contract. If such a document is not provided, the customer shall have the right of withdrawal for a period of 12 (twelve) months and 14 (fourteen) days from the conclusion of the contract. If the ATG subsequently delivers the document within 12 (twelve) months of the start of the period, the extended withdrawal period ends 14 (fourteen) days after the date on which the customer receives the document.

The customer shall not be entitled to withdraw from the contract:

- if he himself has initiated the business relationship with the ATG or its agents for the purpose of concluding this contract,
- if the conclusion of the contract was not preceded by discussions between the parties or their representatives, or
- for contracts that are subject to the Distance and Off-Premises Transactions Act as amended ("**FAGG**").

The declaration of withdrawal is not bound to any particular form, but must be sent to the ATG (for contact details see point 1. General part of the GTC) by means of a clear declaration (e.g. a letter sent by post or e-mail) of the customer's decision to withdraw from the contract. To meet the withdrawal deadline, it is sufficient to send the declaration of withdrawal before the withdrawal period expires.

## **2. Information on the right of withdrawal pursuant to § 3a of the Consumer Protection Act**

Customers who are consumers within the meaning of Section 1 of the Consumer Protection Act may also withdraw from their contract application or from the contract in accordance with Section 3a of the Consumer Protection Act if, without their instigation, circumstances relevant to their consent, which the ATG has presented as probable in the course of the contract negotiations, do not occur or only occur to a significantly lesser extent.

Relevant circumstances are:

- the expectation of the cooperation or consent of a third party that is necessary for the service to be provided by the ATG or used by the customer,
- the prospect of tax advantages,
- the prospect of public funding and
- the prospect of a loan.

Withdrawal can be declared within one week. The period begins to run as soon as the customer realizes that the above circumstances do not occur or only occur to a significantly lesser extent and he has received written notification of this right of withdrawal. However, the right of withdrawal shall expire at the latest 1 (one) month after complete fulfillment of the contract by both contracting parties.

## **3. Information on the right of withdrawal in accordance with the Distance and Off-Premises Transactions Act (goods)**

Customers who are consumers within the meaning of Section 1 of the Consumer Protection Act may withdraw from a contract concluded outside the ATG's business premises (Section 3(1) of the Distance and Off-Premises Transactions Act) or from a distance contract (Section 3(2) of the Distance and Off-Premises Transactions Act) within 14 (fourteen) days without giving reasons.

The period for withdrawal begins with purchase contracts and other contracts for the purchase of goods against payment:

- a) on the day on which the customer or a third party named by the customer and not acting as a carrier acquires possession of the goods,
- b) if the customer has ordered several goods as part of a single order which are delivered

separately, on the day on which the customer or a third party named by the customer who is not acting as a carrier acquires possession of the last goods delivered,

- c) in the case of delivery of goods in several partial shipments, on the day on which the customer or a third party designated by the customer and not acting as carrier acquires possession of the last partial shipment,
- d) in the case of contracts for the regular delivery of goods over a fixed period of time, on the day on which the customer or a third party designated by the customer and not acting as carrier acquires possession of the goods first delivered.

The declaration of withdrawal is not bound to any particular form, but must be sent to the ATG (for contact details see point 1. General part of the GTC) by means of a clear declaration (e.g. a letter sent by post or e-mail) of the customer's decision to withdraw from the contract. To meet the withdrawal deadline, it is sufficient to send the declaration of withdrawal before the withdrawal period expires.

If the customer withdraws from the contract, the ATG shall send the customer a confirmation of receipt of the declaration of withdrawal on a durable medium immediately after receipt of the declaration of withdrawal. If the customer withdraws from a contract, the ATG must also refund all payments that the ATG has received from the customer, including delivery costs if applicable, without delay and at the latest within 14 (fourteen) days of receipt of the declaration of withdrawal. For this repayment, ATG shall use the same means of payment that the customer used for the original transaction, unless expressly agreed otherwise with the customer. Under no circumstances will the customer be charged any fees for this repayment. If the consumer has expressly opted for a type of delivery other than the cheapest standard delivery offered to us, he shall not be entitled to reimbursement of the additional costs incurred as a result. In the case of purchase contracts and other contracts for the purchase of goods against payment, ATG is entitled to refuse repayment until ATG has either received the goods back or the customer has provided proof that the goods have been returned; this does not apply if ATG has offered to collect the goods itself.

If the customer withdraws from a purchase contract or any other contract for the purchase of goods against payment, he must return the goods received to ATG without delay, but at the latest within 14 (fourteen) days of submitting the declaration of withdrawal; this does not apply if ATG has offered to collect the goods itself. The return deadline is deemed to have been met if the goods are dispatched within the deadline. The direct costs of returning the goods shall be borne by the customer.

The customer has no right of withdrawal for distance or off-premises contracts

- which are concluded outside business premises (Section 3(1) of the Distance and Off-Premises Transactions Act) and for which the fee to be paid by the customer does not exceed the amount of EUR 50.00,
- on the delivery of food, beverages or other household items for daily use that are delivered by ATG as part of frequent and regular journeys to the customer's place of residence, place of stay or workplace,
- for goods that are manufactured according to customer specifications or are clearly tailored to personal needs,
- Goods that can spoil quickly or whose expiration date would be quickly exceeded,
- Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery,
- Goods which, due to their nature, were inseparably mixed with other goods after delivery,
- for alcoholic beverages whose price was agreed upon conclusion of the contract but which cannot be delivered earlier than 30 (thirty) days after conclusion of the contract and whose current value depends on fluctuations in the market over which ATG has no influence.

**Annex ./B to the GTC**

**Sample form for withdrawal and revocation declaration**

If customers as consumers within the meaning of the Consumer Protection Act wish to withdraw from a contract concluded with the ATG, they can fill in the form below and send it to the ATG:

.....  
..... ✂

To:

Alpenland Tourismus GmbH  
Bahnhofstrasse 2  
4580 Windischgarsten

(In advance) Via E-Mail: info@360alpenland.com (recommended: with send and read confirmation)

Ladies and Gentlemen!

I (we) hereby resign

Name(n) und Adresse(n) : \_\_\_\_\_  
  
\_\_\_\_\_

according to *[Please check!]*

- § 3 Consumer Protection Act
- § 3a Consumer Protection Act
- Distance and Foreign Transactions Act

from the contract concluded by me(us) dated *[date]* \_\_\_\_\_

regarding *[subject matter]* \_\_\_\_\_ back.

*[Place]* \_\_\_\_\_ on *[date]* \_\_\_\_\_

Signature of the customer(s) *[only for notification on paper!]*

\_\_\_\_\_

Signature of the customer(s)