

General Terms and Conditions of VERBUND Tourism GmbH (hereafter referred to as "VTO") for the purchase of vouchers

VTO expressly states that the term "buyer" used in these General Terms and Conditions stands for buyers of all genders. The distinction could not be made consistently for reasons of legibility.

§ 1 Application of the General Terms and Conditions

1.1. These General Terms and Conditions ("GTC") apply to all contracts concluded between VTO and the Buyer, for the purchase of vouchers in the version valid at the time the voucher is ordered. The buyer must be of legal age, i.e. have reached the age of 18.

1.2. The current version of the GTC is available on the www.verbund.com/gutschein website. Deviating terms and conditions of the buyer or changes and/or additions to the General Terms and Conditions by the Buyer are irrelevant and not valid for VTO, unless VTO expressly agrees to their validity in writing.

§ 2 Description of Service / Subject of the contract

2.1. VTO operates the excursion destinations Kaprun High Alpine Reservoirs, Malta High Alpine Road and Reservoir as well as Schlegeis Alpine Road and Reservoir ("locations"). On the www.verbund.com/gutschein website, VTO presents a variety of service packages that can be purchased in the form of vouchers and redeemed at their respective locations. The presentation and pricing of the service packages on the website does not constitute a legally binding offer, but a non-binding invitation to submit an offer by the buyer.

2.2. The purchased voucher can be redeemed at the respective location according to the service description of the voucher. For certain vouchers, special redemption conditions may apply, such as contacting VTO in order to make an appointment is a prerequisite before redeeming the voucher. Corresponding notice must therefore be taken into account.

§3 Validity / Transferability

3.1. The validity for all vouchers is 4 (four) years from the date of purchase of the voucher (date of the order confirmation). Within this validity, the voucher can be redeemed at the respective location.

3.2. After expiry of the period of validity, an exchange of an expired voucher for a new one in accordance with the provisions of § 11 is possible within a further 4 (four) years.

3.3. All vouchers are transferable.

3.4. Voucher values or individual beneficial parts of the voucher cannot be redeemed in cash and cannot be combined with on-site discounts or special conditions, such as guest or bonus cards.

§ 4 Prices

4.1. The price of a voucher offered on the day of ordering on the website is binding. All prices quoted are final prices plus packaging and shipping costs when delivered in a postal envelope. All prices include VAT.

4.2. Shipping is by post. Delivery is only available to EU member states. A delivery outside Austria can take several working days. It is not possible to send mail on Saturday, Sunday and on Austrian public holidays. The delivery time is up to 10 days.

§ 5 Order / Payment

5.1. Vouchers are ordered via the website under www.verbund.com/gutschein, or alternatively in writing via gutschein.tourismus@verbund.com or by telephone at +43(0)50 313 23 201 (Austrian landline, fee depending on tariff).

5.2 The invoice will be sent to the buyer together with the voucher by post. At the request of the buyer, an electronic invoice can be sent.

5.3 The invoice for the vouchers ordered must be paid by bank transfer.

§ 6 Voucher purchase (contract conclusion with the VTO)

6.1. When purchasing a voucher via the website, the buyer is given the opportunity to provide all relevant data via an order form. As soon as the buyer clicks the button "Send order" after providing all relevant data and under acceptance of these GTC, he makes a binding offer to VTO. The completion of the contract is generally concluded by acceptance of this offer by VTO with the sending of the order confirmation by e-mail, but at the latest by sending the voucher.

6.2. When ordering the voucher via e-mail or telephone, the buyer - accepting these general terms and conditions - makes an offer with the respective chosen order. The conclusion of the contract is made by acceptance by VTO by sending the order confirmation by e-mail or with the telephone acceptance of the offer, but at the latest by sending the voucher.

§ 7 Delivery

7.1. The delivery of the voucher will be by post (in Austria within 3-5 working days) or by express (in Austria within 2 working days) to the delivery address indicated at the time of ordering. VTO has no influence on the shipping time. No liability is assumed for any delays in delivery.

7.2. In the event of loss, suspected loss, theft or risk of misuse of a voucher, the immediate notification to the VTO is necessary in order to arrange for the blocking of the voucher numbers. Anyone with knowledge of the voucher number is entitled to use it. Vouchers are not personal. Only the voucher number is required for use. The VTO assumes no liability for the unlawful use of a voucher without prior notification. In case of loss, please contact the VTO immediately.

7.3. Delivery dates for orders placed before public holidays (especially Christmas) may vary.

§ 8 Withdrawal by VTO

8.1 If the invoice amount is not paid in full after the expiry of the payment period, the VTO has the right to withdraw from the contract at any time. This does not affect the statutory claims for late payment.

8.2 Until the voucher is used, VTO is also entitled to withdraw from the contract for good cause, in particular:

- o if, for any reason, components are no longer listed in the offers mediated by the VTO or can no longer be carried out,
- o in the event of force majeure, or in the event of a change in the legal situation which makes implementation impossible.

In the aforementioned cases, the buyer will receive the paid purchase price back immediately, if he does not exercise his right to carry out a free exchange to another VTO voucher.

§ 10 Withdrawal / Right of Withdrawal / Revocation Instruction

10.1 If the buyer is a consumer of iSd KSchG, he has the right to cancel the contract, or distance contract concluded with the VTO on the basis of these GTC outside the business premises, within 14 days without giving reasons for withdrawal or cancellation.

10.2 The withdrawal period is 14 days from the day on which the buyer or a third party named by him, who is not the carrier, has taken possession of the vouchers.

10.3 In order to exercise the right of withdrawal, the buyer must provide the VTO with a clear declaration aimed at revoking this contract. The sample withdrawal form in accordance with Annex 1 may be used for this purpose. The revocation must be addressed to:

By letter: VERBUND Tourismus GmbH, Kesselfallstr. 1, A-5710 Kaprun

By telephone: +43 (0)50 313 23 201 (Austrian landline, fee depending on tariff)

By E-Mail: gutschein.tourismus@verbund.com

10.4 In order to comply with the withdrawal period, it is sufficient that the notification of the exercise of the right of withdrawal is sent before the expiry of the withdrawal period.

10.5 Consequences of withdrawal

If the Buyer withdraws from the contract, the VTO shall pay all payments received by the VTO from the Buyer, including delivery costs (with the exception of the additional costs resulting from the Buyer's other type of delivery than that offered by VTO, cheapest standard delivery), without delay and at the latest within fourteen days from the day on which the notification of the revocation of the contract has been received by the VTO. For this repayment, the same means of payment used by the buyer in the original transaction will be used, in no case will the buyer be charged any fees for this repayment.

In the event of a revocation, the VTO expressly waives the postal return of the voucher by the buyer and agrees to be satisfied with the written revocation. Should the buyer nevertheless return the voucher to VTO, he shall bear the direct costs for the return shipment himself. VTO expressly waives any claim for damages regarding the voucher sent.

The right of withdrawal does not exist if the voucher has already been used.

§ 11 Exchange

11.1. Unused vouchers can be exchanged for other vouchers at any time within their validity. The validity period of the original voucher will also be retained for the exchanged voucher. Shipping costs for the new voucher are to be borne by the owner.

11.2. When exchanging for a voucher with a higher price, the difference between the voucher value and that of the newly selected voucher will be charged. If a voucher is selected for another service package with a lower price, the difference will be paid out.

11.3. Vouchers from competitions are subject to the respective competition conditions and are generally excluded from exchange. It is also not possible to offset against other products.

11.4. Used vouchers cannot be exchanged.

§ 12 Description of services / representations

12.1. The photographs used in connection with the respective services are for illustrative purposes only. The illustrations are non-binding and may differ from the actual services.

12.2. The time and date information given on the website and on the voucher regarding the duration of the respective services serves only as a guide and is non-binding.

12.3. Any liability resulting from this is excluded for printing errors, spelling errors or erroneous misrepresentation, provided that this is a slight degree of negligence and that the existing error does not exceed within reason.

12.4. Information on scheduling availability is shown on the website for each service package.

§ 13 Liability and Warranty

Unless expressly stated otherwise in these General Terms and Conditions, VTO shall be liable in the context of the performance of its services in accordance with the statutory provisions. VTO assumes no liability for services provided by third parties (e.g. restaurant operators, mountain guides, etc.).

§ 14 Abuse / Commercial Use

14.1 All vouchers are tendered only in household quantities. The commercial resale of vouchers is prohibited unless another agreement has been made in writing. The VTO reserves

all rights and claims, in particular the assertion of damages, in respect of a violation of the provisions of this Section 14.

14.2 In the event of fraud, deception or other illegal activities in connection with a purchase of a voucher or the use of any of the service components, VTO is entitled to block the relevant vouchers, provided that the reasons for the block do not come from the sphere of the VTO. There is a right to unblock affected vouchers if the buyer proves that there were no reasons for the ban or that these reasons have subsequently ceased to exist.

§ 15 Privacy

In the course of processing the voucher order, VTO collects personal data of the buyer in accordance with the data protection declaration of the VTO, which is brought to the attention of the buyer in the course of the voucher order. VTO always observes the applicable data protection regulations. Without the buyer's consent, VTO will only collect, process or use data to the extent necessary for the processing of the contractual relationship and for the use and settlement.

§16 Location of performance/choice of law/jurisdiction/other

16.1 The location of performance is the respective location resulting from the voucher.

16.2 The place of jurisdiction for all disputes arising from or in connection with the contract is the court competent for Vienna, Inner City, and the court of law; for actions against customers who are consumers within the meaning of the KSchG, the place of jurisdiction of the place of residence, habitual residence or place of employment shall apply in accordance with Section 14 of the KSchG. The General Terms and Conditions and the Treaty shall be governed exclusively by substantive Austrian law, but not by the provisions of the UN Convention on Contracts for the International Sale of Goods and the non-mandatory reference standards of private international law; Further or re-references are excluded.

16.3 Should any provision of these General Terms and Conditions be/become ineffective or unenforceable, the remaining part of these GTC shall not be affected. The contract remains binding in its remaining parts. The invalid or unenforceable provision is replaced by an effective or enforceable provision, except for consumers within the meaning of the KSchG, which comes closest to the ineffective or unenforceable in legal and economic terms.

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Annex 1

Sample withdrawal form

If you wish to cancel the contract, please fill out this form and send it back to:

*VERBUND Tourismus GmbH
Kesselfallstraße 1
A-5710 Kaprun*

*Fax: +43 (0)50 313-23 209
E-Mail: gutschein.tourismus@verbund.com*

I hereby revoke the contract I have concluded for the purchase of the voucher

Voucher number	ordered on (*)/received on (*)
Forename, Surname	Address
Date	Signature (only for communication on paper)

(*) Delete as appropriate