

General Terms and Conditions of VERBUND Tourismus GmbH

Purchase of gift vouchers

Section 1: Validity of the General Terms and Conditions

1.1. These General Terms and Conditions ("T&Cs") apply to services ("Services") provided to visitors and other contracting parties ("Contracting Parties") by VERBUND Tourismus GmbH with the business address Europaplatz 2, 1150 Vienna, Austria ("VTO") – Contact information: Phone number +43 (0) 50 313 23201, email address tourismus@verbund.com, commercial register no. FN 64940 a, Commercial Court of Vienna, VAT ID. ATU36804801.

1.2. VTO provides its services exclusively in accordance with these T&Cs. VTO considers any deviating terms and conditions from Contracting Parties or any changes and/or additions to the T&Cs by Contracting Parties to be irrelevant and invalid, unless VTO expressly agrees to their validity in writing.

1.3. These T&Cs apply to all contractual agreements between VTO and Contracting Parties with respect to the purchase of gift vouchers in the version valid at the time an order is placed.

Section 2: Service description

2.1. In Austria, VTO runs different excursion destinations at the three main sites listed below: Malta high alpine road (Brandstatt 36, 9754 Malta), Kaprun high mountain reservoir (Kesselfallstraße 98, 5710 Kaprun) and Schlegeis Alpine Road (Zillertal Straße 69, 6295 Finkenberg). At these destinations, VTO offers a variety of service packages in the form of gift vouchers, which can be viewed at <https://visit.verbund.com/en/offers-vouchers>.

2.2. Purchased gift vouchers can be redeemed at all ticket offices at the respective site in accordance with the voucher's terms and conditions. Special redemption conditions may apply to certain vouchers, such as the need to contact VTO to arrange a visit before redeeming the voucher. We kindly ask that adequate notice is provided. Due to the place of performance, vouchers can only be redeemed at the locations specified on the vouchers.

2.3. You can choose between gift vouchers for a specific amount in euros and service vouchers in the form of voucher packages. Gift voucher packages are recommended service packages for pre-selected services or events. The content and scope of services are specified in the gift voucher packages. Additional services and non-standard services are listed separately on the gift voucher if the buyer is entitled to claim them.

2.4. Event vouchers can only be redeemed on the specified date and must be accompanied by a reservation, otherwise they will expire. Prepaid cards and vouchers are not accepted for events. One ascent and descent of the mountain included as part of the event is only valid in connection with the event; partial redemption is not possible.

2.5. Further services can be found on the website at <https://visit.verbund.com/en> and <https://visit.verbund.com/en/offers-vouchers>. The services depicted and advertised on the website serve to inform Contracting Parties and do not constitute a legally binding offer. Information on the availability of dates is also provided on the website or in the online form for the individual services.

2.6. Photographs shown in connection with the respective services are for illustrative purposes only. The depictions are non-binding and may differ from the actual services.

2.7. The times stated on the website and on the voucher regarding the duration of the respective services are solely for reference and are not binding.

2.8. Any resulting liability for printing errors, spelling errors or misrepresentations is hereby excluded, provided that these are the result of slight negligence and do not exceed what is considered reasonable.

Section 3: Prices

3.1. The price listed on the website on the day the voucher is ordered applies.

3.2. Unless otherwise specified, the quoted prices are inclusive of all taxes and duties plus packaging and delivery costs for delivery in a shipping envelope.

Section 4: Conclusion of the contract / Payment

4.1. Orders can be placed on the website at <https://visit.verbund.com/en/offers-vouchers/voucher-order> (see Section 4.2.) or alternatively by sending an email to gutschein.tourismus@verbund.com (see Section 4.3.).

4.2. When purchasing a gift voucher on the website, Contracting Parties can submit all relevant data using an order form. As soon as the Contracting Party has submitted all relevant data and accepted these T&Cs along with the cancellation policy, and has clicked on the PLACE YOUR ORDER (SUBJECT TO CHARGE) button, a binding offer is made to VTO. A contract is then concluded when VTO accepts this order by sending an order confirmation by email or, at the latest, by sending the gift voucher.

4.3. When ordering vouchers by email, Contracting Parties submit an offer to enter into a contract by accepting these T&Cs and placing the respective order. A contract is then concluded when VTO accepts this order by sending an order confirmation by email or, at the latest, by sending the gift voucher.

4.4. Vouchers are sent by email once credit card payment has been received. If requested, vouchers can also be mailed to Contracting Parties; payment then takes place by invoice. An e-invoice can also be sent at the request of the buyer.

4.5. Contracting Parties are obliged to pay the agreed fee plus packing and shipping costs for delivery in a shipping envelope.

4.6. Vouchers do not include VAT due to the inability to classify the nature of the service. For voucher packages, the corresponding tax is taken into account when the voucher is redeemed.

Section 5: Delivery / Transmission

5.1. Gift vouchers are delivered as standard by email to the email address provided or, if desired, by post (within three to five business days in Austria) or by express delivery (within two business days in Austria) to the delivery address specified when the order was placed. VTO has no influence on the delivery period. No liability is assumed for any delivery delays.

5.2. Postal delivery is only possible within the European Union. Delivery outside of Austria can take up to ten business days. Please note that mail cannot be sent on Saturdays, Sundays and Austrian public holidays. Delivery periods for orders placed just before public holidays (especially Christmas) can vary.

5.3. Gift vouchers are not bound to one specific person. Only the voucher number is required to redeem a voucher. Anyone who is aware of the voucher number is entitled to use it. In the event of loss, suspected loss, theft, or risk of misuse of a gift voucher, VTO must be notified immediately so that the affected voucher numbers can be blocked. VTO accepts no liability for the unlawful use of a voucher without prior notification. Please contact VTO immediately if you lose a gift voucher.

5.4. No compensation or reimbursement is provided to cover the costs of lost or destroyed vouchers.

Section 6: Period of validity and exchanges

6.1. All gift vouchers (see also Section 2.3) are valid for five years from the date of purchase (date of order confirmation). The voucher can be redeemed at the respective site within this validity period. A service voucher is automatically converted into a value voucher three years after purchase.

6.2. Voucher values or individual service components of the voucher cannot be replaced in cash and cannot be combined with locally applicable discounts or special conditions, such as guest or bonus cards. If less than the total value of a voucher package is used, you are not entitled to a refund of the difference, because the offer is a total lump sum. In the case of a

value voucher, if less than the value of the voucher is used, the remaining amount will be retained or you will receive a new voucher for the remaining amount.

6.3. Vouchers remain the property of VTO until full payment has been made and do not become valid until the entire amount has been received. VTO also reserves the right to block the validity of vouchers as part of automated processing.

6.4. Once the validity period has expired, a duplicate of the expired voucher can be issued within a four-year period.

6.5. Unused vouchers can be exchanged for other vouchers at any time within their validity period. The period of validity of the original voucher is also maintained for the exchanged voucher. Delivery costs for the new voucher are to be borne by the buyer.

6.6. 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.

6.7. Vouchers from competitions are subject to the respective competition terms and conditions and generally cannot be exchanged. They cannot be used to purchase other products either.

6.8. All vouchers are transferrable (see also Section 5.3).

Section 7: Liability and warranty

7.1. VTO is generally liable to Contracting Parties under the general statutory provisions of tort law.

7.2. VTO is not liable for damage caused by third parties, nor for damage or the non-provision of services due to force majeure or other circumstances beyond VTO's control.

7.3. VTO does not guarantee that all services on offer can be used without restriction at all times. Potential Contracting Parties are not entitled to assert claims against VTO if voucher sales are temporarily unavailable for any reason. The same applies to necessary maintenance periods.

7.4. If disruptions or defects affect the services provided by VTO, VTO will endeavour to remedy the situation upon becoming aware of it or after being notified without delay by the Contracting Party. Contracting Parties are required to assist to a reasonable degree with rectifying the disruption and to keep any potential damage to the minimum. Furthermore, they are obliged to inform VTO in good time if exceptionally high damage can be expected.

7.5. Any claims by Contracting Parties against VTO must be asserted in writing promptly after the claim event has occurred, otherwise they will be deemed forfeited.

7.6. All vouchers are only issued in non-commercial quantities. The commercial resale of gift vouchers is prohibited unless another agreement has been made in writing. VTO reserves all rights and claims in the event of a violation of the provisions, in particular the assertion of claims for damages.

Section 8: Cancellation by VTO

8.1. VTO reserves the right to cancel the contract without notice prior to provision of the services/redemption of the gift voucher for objectively justified reasons, for instance:

(a) if force majeure or other circumstances for which VTO is not responsible render the performance of the contract impossible. This primarily pertains to weather conditions that would make it impossible to provide the services and/or pose an increased risk to the Contracting Party or the tour group.

(b) if the contract is concluded based on misleading or false information regarding essential facts, for instance, regarding the identity of the Contracting Party or the purpose of the contract.

(c) if VTO has reasonable grounds to believe that the use of the service may jeopardise the smooth operation of business, without this being attributable to VTO's sphere of control or organisation.

(d) if these T&Cs are breached in a material manner.

(e) if, for any reason, service components are no longer listed in the offers provided by VTO or can no longer be provided.

(f) if there is a change in the legal situation which renders provision of the service impossible.

8.2. In the aforementioned cases, with the exception of (d), Contracting Parties will be reimbursed the paid purchase price without undue delay. If they do not make use of this right, they can exchange their gift voucher for another VTO voucher free of charge.

8.3. In the event of fraud, attempted deception, or other illegal activities in connection with the purchase of a voucher or the use of any of the service components, VTO reserves the right to block the vouchers in question, provided VTO is not responsible for the reasons behind the block. Vouchers can be reactivated if the affected Contracting Parties are able to prove that there were no reasons for the block or if these reasons have subsequently ceased to apply.

Section 9: Cancellation / Right of withdrawal from the contract / Cancellation policy

9.1. Contracting parties who are consumers within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG) may withdraw from contracts for services within 14 calendar days of signing the contract without giving any reason, in accordance with the Federal Law on Distance and Off-Premises Contracts (Fern- und Auswärtsgeschäfte-Gesetz, FAGG). Vouchers can also be returned if they are returned to VTO by registered mail within 14 (fourteen) days of receipt.

9.2. Event vouchers and other vouchers for which the purchased service has already begun cannot be cancelled. Accordingly, there is therefore no right of withdrawal if the vouchers in question pertain to a specific date and the service has already commenced.

9.3. The cancellation period is 14 days from the day on which the Contracting Parties or third parties appointed by them – not the delivery person – have taken possession of the vouchers.

9.4. In order to exercise the right of withdrawal, Contracting Parties must send VTO a clear notification stating their intention to withdraw from this contract. The cancellation form template enclosed as Annex 1 can be used for this purpose. Notices of cancellation must be sent to: gutschein.tourismus@verbund.com or by letter to: VERBUND Tourismus GmbH, Kesselfallstrasse 1, 5710 Kaprun, Austria.

9.5. In order to adhere to the cancellation period, cancellation notices need to be sent before the cancellation period expires.

9.6. If Contracting Parties cancel a contract, VTO shall return all payments it has received from Contracting Parties, including delivery costs (except for the additional costs resulting from the Contracting Parties selecting a different type of delivery than the cheapest standard delivery offered by VTO), without delay and no later than within 14 days from the date on which VTO received notification of the cancellation of the contract. The same payment method used by the Contracting Parties for the original transaction will be used for this refund. Under no circumstances will Contracting Parties be charged any fees in connection with this refund.

9.7. In the event of a cancellation, VTO expressly waives the right to have the voucher returned by post by the Contracting Parties and agrees to the written cancellation. If Contracting Parties nevertheless return the voucher to VTO, they shall bear the direct costs for the return. VTO expressly waives any claims for damages with respect to any returned gift vouchers.

9.8. The right of withdrawal does not apply if the gift voucher has already been used.

Section 10: Data protection

10.1. When processing personal data, VTO complies with the relevant applicable data protection legislation and only processes data disclosed by Contracting Parties to the extent necessary to execute the contractual relationship and for the provision and invoicing of services.

10.2. Cameras have been installed at various locations at certain excursion destinations. Any recorded video material is deleted after 72 hours.

10.3. Data such as credit card numbers, sort codes, account numbers, names and addresses are transferred using a protected SSL connection. This safeguards data from unauthorised access during online transmission.

10.4. More information on data processing is provided in the VERBUND Group's Privacy Statement, which is available at <https://www.verbund.com/en/group/privacy>.

Section 10: Place of performance / Governing law / Legal venue / Miscellaneous

11.1. The place of performance is the respective place providing the booked service. 11.2. The place of jurisdiction for all disputes arising from or in relation to the contract is the court with jurisdiction over Vienna, Innere Stadt. In the event of disputes with Contracting Parties who are consumers according to KSchG, the Contracting Party's place of domicile, habitual residence or place of employment is the legal venue in accordance with Section 14 KSchG.

11.3. These T&Cs and contracts concluded with VTO are governed exclusively by the provisions of Austrian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the non-mandatory referral rules of private international law. Renvoi is excluded.

11.4. If any of the provisions of these T&Cs are found to be invalid or unenforceable, this has no bearing on the validity of the remaining provisions of these T&Cs. With the exception of consumers within the meaning of the KSchG, the invalid or unenforceable term will be replaced by a valid or enforceable term, which comes closest in legal and economic terms to the invalid or unenforceable provision.

11.5. Contracting Parties undertake to comply with these conditions, as well as with all commercial or other provisions that apply to them. Terms and conditions of Contracting Parties do not apply, even if VTO does not expressly object to them. Counter-confirmations by Contracting Parties with reference to their own terms and conditions are hereby expressly rejected.

11.6. Any amendments or supplements to the contract and/or these T&Cs – without prejudice to Article 10 (3) KSchG in the case of consumer transactions – must be submitted in writing (email, letter). This also applies to the modification of this clause itself. Unilateral amendments or supplements by Contracting Parties are invalid.

11.7. Contracting Parties are expressly informed that these T&Cs are publicly displayed during business hours at sales and business locations.

11.8. These T&Cs apply in their current version, which is subject to periodic amendment by VTO. VTO will notify Contracting Parties in advance of any changes to these T&Cs.

11.9. These General Terms and Conditions of VERBUND Tourismus GmbH take effect on 1 May 2025.

Annex 1

Cancellation form – Template

If you **would like to cancel** the contract, please fill out this form and return it to:

*VERBUND Tourismus GmbH
Kesselfallstraße 1
5710 Kaprun, Austria*

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

I hereby cancel the contract I entered into for the purchase of the following gift voucher

Voucher number	Ordered on (*)/received on (*)
First name, surname	Address
Date	Signature (only for paper notifications)

(*) Delete as appropriate

Last updated 10 May 2025