General Terms and Conditions of VERBUND Tourismus GmbH (hereinafter also referred to as VTO)

Purchase of service packages

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.

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). VTO offers various activities at these excursion destinations as services.
2.2. The services consist of tours and special packages in particular (”Services” for individuals or groups (for instance for companies, travel companies, schools and educational institutions, etc.) in the version applicable at the time of booking.

2.3. Special guided tours for individual visitors or groups can be purchased as individual services or as a package on the websites:

- https://visit.verbund.com/en
- https://visit.verbund.com/en/kaprun/group-offers
- https://visit.verbund.com/en/malta/offers-for-groups
- https://visit.verbund.com/en/schlegeis/offers-for-tour-groups-and-educational-institutions

Additional details on the various excursion destinations are available online.

2.4. 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 provided on the website or in the online form for the individual services.

Section 3: Prices
3.1. The prices listed or agreed upon by VTO at the time the contract is entered into apply.

3.2. Unless otherwise specified, the quoted prices are inclusive of all taxes and duties as specified in the current price lists or as individually agreed. Contracting Parties are required to bear the cost of any changes in prices resulting from taxes and duties. Any newly introduced government duties (regardless of their nature) will be added to the contractual prices.

Section 4: Conclusion of the contract / Payment

4.1. VTO sends an offer to the Contracting Party to enter into a contract on the basis of a non-binding enquiry from the Contracting Party (by online form, email, or phone), which is sent by email with details on the services, including prices, to the email address provided by the Contracting Party. Tickets can also be purchased on site at the ticket offices. 4.2. A contract is concluded between the Contracting Party and VTO upon written acceptance of the contractual offer in an email sent by the Contracting Party subject to payment using the selected payment method. For tickets purchased on site, a contract is concluded upon payment.
4.3. The Contracting Party is obliged to pay the agreed fee plus any additional amounts resulting from separate use of services by themselves and/or accompanying third parties plus statutory VAT.

4.4. The accepted payment methods are cash in euros, EC debit cards, MasterCard and Visa. The payment methods listed above are for non-binding informational purposes only. The inclusion of a payment method in the above list does not guarantee that the chosen method will not be rejected on grounds such as restrictions instated by the card issuer (transaction amount limit, blocking list, etc.).

4.5. The resale/rental and/or transfer of booked services is not permitted. In particular, tickets may not be passed on to third parties without the consent of VTO or for an amount that exceeds the applicable purchase price. The transfer or sale of the claim against VTO is also not permitted. In these scenarios, VTO is entitled to cancel the booking, especially if the Contracting Party has provided false information on the type of booking or payment when transferring or selling a claim against VTO to third parties.

Section 5: Online ticket sales

5.1. Service packages are available to purchase online at various rates and subject to the associated conditions. All relevant conditions are described on the subpage for each product category. VTO reserves the right to make changes to service packages purchased online.

5.2. Contracting Parties can select the required number of service packages in the online shop for a specific date. During the online payment process, payment is made via a payment platform. After payment, the order process is completed and a confirmation email is sent. By placing an order online, Contracting Parties accept the relevant T&Cs valid at the time of the respective purchase and a contract is concluded.

5.3. When an order is received, the selected fare is generated electronically in the form of a voucher and sent with a corresponding receipt to the visitor's email address specified in the order process. The voucher is valid on the date selected by the Contracting Party. Its validity ends at midnight on the selected date.

5.4. Contracting Parties are liable for any losses incurred due to data being entered incorrectly when purchasing service packages in the online shop. If Contracting Parties deliberately or fraudulently enter false data, VTO is entitled to permanently ban the Contracting Parties in question from using the online booking feature.

5.5. In the event of cancellation, the electronically generated ticket will be invalidated after receipt of the cancellation notice and any purchase price already paid will be refunded within ten working days.

5.6. Customers who are consumers within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG) may cancel contracts for services within 14 calendar days from the conclusion of the contract without stating any grounds in accordance with the Federal Law on Distance and Off-Premises Contracts (Fern- und Auswärtsgeschäfte-Gesetz, FAGG). Contracts are excluded from cancellation if
Service provision has already begun, including for contracts for services that are provided in connection with leisure activities, provided a specific date or period has elapsed for the performance of each contract. Accordingly, there is no cancellation right for the purchase of day and half-day tickets if they are valid for a specific date or if the provision of services has already begun.

Section 6: Group offers and dam tours

6.1. A group must include at least 15 paying visitors. Above this number of visitors, the booked package, including all services, is free of charge for the bus driver and tour guide. The group offer is only valid for bus tour groups. Individual travellers arriving by car are not considered to be a group.

6.2. Group packages can be paid for at the ticket office or toll station. Drinks are paid for directly in the restaurant. If not all Group members wish to participate in a dam tour, it must be paid for separately at the checkout in the shop or in cash. New vouchers/tickets can be issued to replace lost vouchers/tickets. An administrative fee of EUR 10.00 (incl. VAT) is charged for this service.

6.3. Confirmation of cost coverage is possible for travel agencies based in Austria, on request (group packages, toll payments, dam tours).

6.4. In order to ensure that everything runs smoothly, please notify the respective site of the exact number of participations and menu selection by 9 a.m. on the day of the excursion.

6.5. Cancellations made one day prior to arrival by 6 p.m. are free of charge. Cancellations on the day of reservation or no-shows will be charged the full menu price for the number of persons in the reservation. A flat rate of EUR 10.00 per person will be charged for à la carte bookings. Reserved tables will be held for half an hour after the agreed time. Delays and cancellations must be announced in good time to the respective site.

6.6. VTO excursion destinations are located in the high mountains. As a result, particular hazardous situations can arise in certain weather conditions (fog, snow, storms, icy roads, etc.). Weather and road conditions can change very quickly in the high mountains, which can render VTO unable to take precautions in a timely and comprehensive manner. Accordingly, it may be necessary to inform a group spontaneously about road conditions and other travel circumstances. In light of this, it is helpful to provide the contact details of a contact person (bus driver, tour guide), such as their name or telephone number.

6.7. Smoking is only permitted in the designated areas. In the event of non-compliance, any costs incurred for cleaning and the associated loss of earnings will be claimed if the rooms in question are unusable or cannot be rented out as a result.

6.8. Pets are strictly prohibited on dam tours.

6.9. Persons under the age of 16 may only participate in dam tours when accompanied by adults.

6.10. Contracting Parties confirm that they are physically sound and fit to participate in the dam tour (e.g., there is no known risk of claustrophobia or similar impediments).

Section 7: Liability and warranty

7.1. VTO is generally liable to Contracting Parties under the general statutory provisions of tort law. VTO is liable to Contracting Parties who are consumers according to KSchG, except for in cases of personal injury – yet not in cases of slight negligence. VTO is only liable to Contracting Parties who are entrepreneurs in the event of gross negligence and intent, whereby the burden of proof lies with the entrepreneurs and consequential damage, immaterial damage and lost profits will not be compensated under any circumstances.

7.2. Visits to the power plants are only possible after prior registration and approval, and only with the supervision of VTO management personnel, and take place at the visitor’s own risk. For safety reasons, pregnant women and people with pacemakers or other electronic

medical device implants are generally not permitted to visit power plants (risks due to electric fields). If tours take place during maintenance and inspection work required for operational reasons, it is strictly forbidden to climb over barriers, stand under suspended loads or stay in the immediate vicinity of the assembly area.

7.3. Contracting Parties must comply with instructions issued by VTO staff members, as well as any mandated or displayed rules of conduct, for instance:
compulsory wearing of helmets, smoking ban, ban on entering parts of the plan, escape route signs or instructions regarding heat hazards.
Any failure to comply with instructions or bans and leaving the marked and designated areas takes place at the Contracting Party's own risk and may lead to the termination of their tour. VTO assumes no liability for any resulting damage. Parents are also liable for their children.

7.4. VTO assumes no liability for accidents and rescues at any events not organised by VTO, for other prohibited activities on VTO property or waters, or for rescues in the event of bad weather. The use of the excursion destinations during the off-season, outside of opening hours or when they are not open to public traffic pursuant to Section 1 of the Austrian Road Traffic Act (Straßenverkehrsordnung, StVO)
is prohibited.
7.5. 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.

7.6. VTO does not guarantee that all excursion destinations can be used without restriction at all times. Potential Contracting Parties are not entitled to assert claims against VTO if sales of service packages are temporarily unavailable for any reason. The same applies to necessary maintenance periods.

7.7. 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.

7.8. 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.

Section 8: Cancellation
8.1. VTO reserves the right to cancel the contract without notice prior to provision of the services 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 there is a significant violation of these T&Cs.

Section 9: Data protection
9.1. 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.

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

9.3. 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.

9.4. 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 10.1. The place of performance is the location specified for the provision of the booked service.
10.2. The place of jurisdiction for all disputes arising from or in relation to these T&Cs and 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.

10.3. These T&Cs and contracts concluded with VTO are governed excursively 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.
10.4. 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.

10.5. 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.
10.6. 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.

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

10.8. These General Terms and Conditions of VERBUND Tourismus GmbH take effect on 1 May 2025 and replace any previous versions of these T&Cs.

Last updated 1 May 2025