

GENERAL TERMS AND CONDITIONS FOR THE ELECTRONIC ROOM RESERVATION SYSTEM OF TOURISTIK- UND VERMITTLUNGS GMBH

1. General/Scope:

These General Terms and Conditions apply in the version valid on the day of reservation for all accommodation contracts concluded via the reservation platform on www.best-of-zillertal.at website. This website is owned by Tourismusverband (TVB) Erste Ferienregion im Zillertal. However TVB Erste Ferienregion im Zillertal is not the agent for accommodation contracts concluded on www.best-of-zillertal.at, the agent is Touristik- und Vermittlungs GmbH, Company Register Number 153429g (hereinafter also abbreviated to "Operator"), which is wholly owned by TVB Erste Ferienregion im Zillertal and which concentrates on the incoming sector. The General Terms and Conditions become part of the contract when the Customer accepts their applicability by clicking the corresponding field, and sends the electronic reservation to the Operator. All contracts are concluded exclusively on the basis of these General Terms and Conditions, which the Customer can view electronically, save and print. Any agreements to the contrary must be made in writing.

2. Position of Touristik- und Vermittlungs GmbH:

a) Room reservation:

In general, the Operator only provides the electronic reservation platform via which the Customer can conclude accommodation contracts. In this process, the Operator itself does not enter into a contract with the Customer, but acts as an agent for the accommodation contract between the Accommodation Provider and the Customer. Accordingly, any claims of the Customer, in particular due to non-fulfilment or defective fulfilment of the contract and any other claims arising from and in relation to the concluded contract exist only vis-à-vis the respective Accommodation Provider, and conversely any claims of the Accommodation Provider arising from the contract exist vis-à-vis the Customer, and thus not vis-à-vis the Operator. The latter is also not obliged to act as an intermediary in the event of disputes between the contract partners.

b) Package deals:

On a separate sub-page, www.best-of-zillertal.at, the Operator offers its own package deals. When these offers are booked, the Operator becomes a contract partner of the Customer. To the extent to which the Customer books this offer under the Consumer Protection Act and the offer includes at least two of the following services (1. transportation, 2. accommodation or 3. other tourist services, which are not just supplementary transportation services, and make up a significant part of the overall service), the provisions of the Consumer Protection Act (KSchG) apply to these contracts via the tour operation contract.

3. Participants:

The accommodation companies approved by the Operator can participate in the reservation platform as Accommodation Providers. All natural persons of full age who are legally competent can conclude contracts as Customers for private, and thus non-commercial purposes, on the reservation platform. Accordingly, the Customers are not permitted to use the services offered for any commercial purposes whatsoever, in particular to link them with other websites etc. Neither the Accommodation Provider nor the Customer has a legal entitlement to participation.

4. Contract conclusion and processing/Applicable General Terms and Conditions for room reservation:

Every Customer is obliged to state the required information truthfully, in particular personal information. Credit card data will only be required if the Accommodation Provider selected by the Customer accepts credit card payment. The Operator is entitled to check all information for accuracy, or have it checked. Inaccurate statements entitle the operator to cancel the concluded contract and to exclude the party from the reservation platform. Claims of the Accommodation Provider above and beyond this remain unaffected.

A legally-binding accommodation contract comes into effect when the Customer sends the reservation to the Operator, after they accept the applicability of these General Terms and Conditions by clicking the corresponding field. The Customer is the sole contract partner of the Operator, even if they make reservations for third parties. The accommodation offered is not only offered online on this reservation platform. It is therefore not technically possible to rule out that another reservation made shortly beforehand may not appear in the online system due to the input time required. If this is the case, the Accommodation Provider itself and the Operator on its behalf and in its name, are entitled to cancel the accommodation contract with immediate effect, if no mutual agreement can be made on an alternative accommodation with the Customer.

The concluded accommodation contract is fundamentally subject to the General Terms and Conditions published online and other contract conditions, in particular the cancellation regulations the contains, regulations

for failure to arrive, payment terms etc. If the Accommodation Provider has not published General Terms and Conditions online, the GENERAL TERMS AND CONDITIONS FOR THE HOTEL TRADE 2006 (AGBH 2006) drawn up by the Austrian Hoteliers Association apply.

On conclusion of the electronic reservation process, the Customer shall receive a reservation confirmation on behalf of and in the name of the Accommodation Provider. This includes the agreed scope of services and the agreed prices including the legal VAT and visitor's tax. That completes the fulfilment of the agency contract by the Operator. Processing of the accommodation contract, including the payment processing is then implemented between the Accommodation Provider and the Customer, so that any claims of the Customer in particular due to defects in the performance must be asserted directly vis-à-vis the Accommodation Provider.

5. Privacy:

a) Data collection and storage:

The data entered by the Customer is only used by the Operator to process the contract concluded. It is passed on to the respective Accommodation Provider where and to the extent to which it is required to process the contract. This information is not used for any other purposes above and beyond this, nor is it passed on to any persons other than the service provider. The Customer consents to the use of their data to this extent on reservation. This data is only used to inform the Customer about the services of the Operator, or its sole shareholder TVB Erste Ferienregion im Zillertal, if the Customer expressly consents to this in advance. However, even in this case, the stored data is only forwarded to TVB Erste Ferienregion im Zillertal and not to other third parties.

Certain data (e.g. IP address, browser) is collected for statistical purposes when you visit this website. This data is evaluated anonymously, in particular to improve the use of the website.

b) Right of objection and deletion per the 2000 Data Privacy Act (DSG):

- The Customer can object to the use of data – unless it is legally required – by the Operator at any time due to the violation of superordinate protectable privacy interests (§ 28 DSG 2000).

- On written request and with proof of identity, the Customer can demand that the Operator inform them free of charge (see § 26 Par 6 DSG 2000) of the data on the Customer which is processed (§ 26 DSG 2000).

- Based on a justified request by the Customer, the Operator and TVB Erste Ferienregion im Zillertal will correct or delete inaccurate data or data processed in contravention of DSG 2000 (§ 27 DSG 2000).

6. Withdrawal:

This reservation platform offers leisure services only, with the result that the provisions of the Distance Selling Act (BGBl. I No. 185/1999 - §§ 5a to 5j KSchG) are not applicable to the contracts concluded, which means that the Customer has no right to withdraw from the contract on this basis. Withdrawal from the contract (cancellation) is possible based on the agreement made between the Customer and the Accommodation Provider, or alternatively based on AGBH 2006 (see No. 4. of these General Terms and Conditions on the General Terms and Conditions applicable for the accommodation contracts).

7. Liability of the Operator:

The Operator accepts no liability for constant availability of this reservation platform. Moreover, he accepts no responsibility for the completeness and accuracy of the information from the Accommodation Provider on the service offered, in particular concerning the prices, availability and other information on the service offered by the Accommodation provider. All this information is based on the information of the Accommodation Providers and is entered and maintained exclusively by them.

This also applies for the texts, images and other data posted online by the Accommodation Provider on this reservation platform. The Operator is unable to check whether this data violates intellectual property rights of third parties, and is therefore not liable for the violation of such rights. However, if claims are brought against Operator in spite of this, the Accommodation Provider undertakes to exempt the Operator from all damages and claims as part of a separate agreement.

In any case, liability of the Operator for violation of its contractual obligations to the Customer for material damage due to minor negligence is ruled out. In the event of gross negligence and intent, and for personal injury, this liability is unlimited.

8. Applicable law/Place of jurisdiction:

The legal relationship between the Operator and the Customer is governed by Austrian material and formal law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The sole place of jurisdiction is agreed to be the respective technically competent court for the headquarters of the Operator in 6272 Kaltenbach. This choice of law and agreement of the place of jurisdiction also applies for the legal relationship between the Customer and the Accommodation Provider unless they make other agreements and provided it is legally permitted.