GENERAL TERMS AND CONDITIONS OF THE TOURISMUSVERBAND PAZNAUN-ISCHGL (PAZNAUN - ISCHGL TOURISM ASSOCIATION)

Section I. Universal Provisions

1 Contact details, general provisions and scope of application

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The Paznaun - Ischgl Tourism Association (hereinafter referred to as "TVB") is a tourism association under public law in accordance with the Tyrolean Tourism Act of 2006. Among other things, it has a valid business licence as a travel agency within the meaning of the Trade, Commerce and Industry Regulation Act (GISA number: 22228444).

In order to keep the applicable provisions as comprehensible as possible - in view of our broad range of services - the rights and obligations for the following services are presented separately in addition to **the general provisions** in this Section I:

- Arranging accommodation services or other travel services ("Experiences") - Section II;
- Booking of package holidays - Section III;
- Purchase of vouchers or goods - Section IV.

On the one hand, the TVB **arranges accommodation and other travel services** of legal entities in the association's territory for "guests" (locals and travellers alike); on the other hand, **package tours** are **also offered** directly **and in its own name**.

The booking or, respectively, procurement of services shall only be made on the basis of these **General Terms and Conditions of Business ("GTC"), insofar as these effectively become part of the contract**. Insofar as this is effectively agreed, the **AGBH 2006** and/or the **GTC of the legal entities** with which a contract is brokered ("service partner") and/or the **terms and conditions of use** for certain services shall also apply in part in addition to these GTC. Third-party general terms and conditions are not accepted.

2 Guests

The goods and services of the TVB are intended exclusively for **persons of full age and legal capacity** (hereinafter referred to as "guest" or "guests").

3 Right of Withdrawal Consumers

In the case of travel services arranged by the TVB (or exceptionally offered by the TVB itself) (Section II) as well as in the case of package bookings (Section III), there is **no right of revocation** according to the FAGG (sec. 1 para 2 no. 8, sec. 18 para 1 no. 10 of the Distance Transactions Act (FAGG)). "Withdrawal" is sometimes also referred to as "rescission".
For the **right of withdrawal** for consumers when purchasing goods via the online booking system, see section IV.3.

4 Contractual partners, liability and exclusion of liability

The TVB accepts **no liability** for damage or consequential damage (including loss of profit) caused by slight negligence on the part of the TVB or its attributable assistants. This exclusion of liability does not apply to personal injury, damage to items provided for processing or to claims for compensation under the Product Liability Act.

Unless expressly stated otherwise in individual cases, all accommodation providers or service partners who offer their services on the platforms of the TVB are entrepreneurs within the meaning of sec. 1 of the Consumer Protection Act (KSchG) or, respectively, of sec. 4a para. 1 no. 2 of the Distance Transactions Act(FAGG). Pursuant to sec. 1 para 2 of the Consumer Protection Act (KSchG), this also applies to the TVB itself.

5 Ranking

The order of the search results on the TVB's platforms is determined randomly and automatically (alternating), although offers and own products that are closer to the location are ranked first by the TVB.

6 Data Protection

In connection with the arrangement of accommodation and travel services, the use of the online booking system, with any correspondence as well as with orders placed via the online booking system, various processing operations are carried out with regard to your personal data. For details, please refer to the data **protection declaration** (www.ischgl.com/en/Data-privacy-policy) of the TVB.

7 Language of Communication and Contract, Applicable Law, Arbitration

Communication and the conclusion of the contract (**contract language**) shall take place in **German or English**, depending on the choice made by the guest before sending the order.

This contractual relationship and all disputes arising therefrom shall be governed by **Austrian substantive law**, with the exception of the UN Convention on Contracts for the International Sale of Goods. This choice of law shall be without prejudice to the protection afforded by the mandatory legal provisions of the state in which the guest has his habitual residence.

If no agreement can be reached with a consumer (guest) in a dispute, we announce the **arbitration** for consumer transactions (http://verbraucherschlichtung.or.at) as the competent state-recognised arbitration body within the meaning of the AStG (Alternative Dispute Resolution Act). However, as a matter of principle, the TVB does **not participate in extra-judicial dispute resolution procedures**.

Section II. Arranging accommodation services or other travel services ("experiences")

1 Scope of this section

This section applies - in addition to section I - to the **mediation of accommodation services, transport services** or **other travel services** ("**experiences**") by the TVB. This applies irrespective of the "booking channel" selected, i.e. to bookings made via the online booking system or by other means (in writing, verbally or by telephone). In the event of the booking of a package tour, this section shall not apply and section III shall apply.

2 Contractual relationship between the TVB and the guest (the TVB as intermediary):

2.1 The TVB as intermediary

The TVB offers the guest the possibility of booking accommodation services (incl. ancillary services), transport services or, respectively, other travel services ("experiences") of third parties ("accommodation providers" or, respectively, "service partners") **through the platforms and employees** of the TVB. In this way, the guest can conclude a contract with various accommodation providers for the accommodation of persons (accommodation service) or a contract with various service partners for transport services or other travel services ("experiences").

In this context, the TVB does **not offer any travel services on its own responsibility**. Through the booking, only an agency contract is concluded between the guest and the TVB to which the provisions of the Package Travel Act (PRG) do not apply. The General Terms and Conditions of Travel (ARB of 1992) do not apply to the agency contract either.

2.2 The TVB as organiser

Only **in individual cases** are services offered by the TVB itself (not by external "service partners") bookable in the online booking system for "Experiences". In these cases, there is **no mediation**, but the **contract for the travel service is concluded directly between the guest and the TVB**. In this case, it is clearly shown to the guest that the services are organised by the TVB. In such cases, the **provisions of this section** shall also apply mutatis mutandis, with the TVB assuming the role of the "service partner".

3 Contractual relationship between the accommodation provider/service partner and the guest:

3.1 Conclusion of the travel contract - General:

The TVB shall describe the essential features of the travel service offered (including ancillary services) and the availability on a daily basis. However, this service presentation does not constitute an offer by the accommodation provider/service partner or, respectively, the TVB to conclude a contract, but is rather to be understood as an invitation to the guests to submit a corresponding contract offer. **With the booking, the guest submits the offer to conclude a contract to the accommodation provider/service partner.** The guest is bound to this binding offer for 3 working days. The contract is concluded by (written) confirmation (e.g. by e-mail) by the TVB on behalf of the accommodation provider.

Bookings for several guests (for fellow travellers) can also be made in one transaction. In this case, the person making the booking ("guest") shall be responsible for ensuring that he/she is authorised to act on behalf of the fellow travellers. The ordering party must provide the travel documents received to his/her fellow travellers at his/her own risk (e.g. by forwarding the e-mails).

Pets may only be brought into the accommodation or, respectively, on tours if this is permitted by the respective accommodation provider/service partner; this should definitely be clarified directly in advance. Optional costs (not included in the stated price) may be incurred in this case.

3.2 Booking steps when using the TVB online booking centre

In the **online booking centre of the TVB** (available at www.ischgl.com, www.galtuer.com, www.kappl-see.com), the accommodation providers/service partners, the main features of the services offered and the availability are described on a daily basis based on the information provided by the guest. The guest can individualise the services presented in the online booking centre and select and add them to the shopping basket by clicking the button "**Into shopping basket**" (concerning "experiences") or the button "**Book**" (concerning accommodation services). Subsequently, the selected services and data can be added and continuously checked and edited.

In order to proceed with the booking process, the guest is obliged to **fill in all mandatory fields completely and truthfully**. Any input errors made by the guest shall be at the guest's expense. The TVB will only check whether all mandatory fields have been filled in; the content of the fields will not be checked for input errors. After **entering the payment data**, the guest must also confirm that he/she has read and accepted these General Terms and Conditions, the data protection declaration as well as the AGBH of 2006.

The order is completed by clicking the button "**Confirm booking**". By doing so, the guest makes a binding contractual declaration. By sending the booking in the online booking centre, the guest accepts the applicability of these GTC and submits a binding contractual offer with regard to the service(s) in the shopping basket. The guest is bound to this binding offer for 3 working days.

The **acceptance of the contractual offer** by the accommodation provider/service partner (or by the TVB on its behalf) is usually effected by an express declaration of acceptance or by the transmission of the travel documents, of which the guest will also be informed.

The **text of the contract** will not be stored by the TVB or the accommodation provider. Together with the declaration of acceptance, you will receive a booking confirmation with the essential main services and these General Terms and Conditions are permanently available at www.paznaun-ischgl.com/en/GTC in text form and as a storable PDF. The TVB recommends saving and printing the completed order as well as the applicable contractual conditions in this way.

3.3 Applicability of these GTC and the General Terms and Conditions for the Hotel Industry of 2006 (AGBH of 2006):

Unless otherwise agreed in **the individual agreement** or in **these GTC** (e.g. different cancellation or payment conditions), the **General Terms and Conditions for the Hotel Industry of 2006 (AGBH of 2006)** shall apply to the travel contract concluded between the Guest and the Proprietor. These are linked separately in the booking process and are permanently available at www.ischgl.com/en/More/Service-area/GTC, www.galtuer.com/en/gtc as well as www.kappl-see.com/en/gtc. The subsidiary (subordinate) applicability of the AGBH 2006 applies within the scope of this section only to the booking of accommodation services (not to transport services or "experiences").

Thus, the contractual relationship between the guest and the accommodation provider in the procurement of accommodation services is determined by the **individual agreement**, the p**resent GTC** and the **AGHB of 2006**. In the event of deviations in content, the individual agreement shall take precedence over the other components of the contract and these GTC shall take precedence over the AGBH of 2006. The AGBH of 2006 shall not apply in the case of the mediation of transport services or other travel services.

4 Prices

The prices respectively quoted for the services offered are all in **euros**, including the statutory Austrian value-added tax (**VAT**) and the **local tax**, but excluding other charges and expenses. Before completing the order, the guest will receive an overview of the total price including all additional services.

Optional costs for additional services are not included in the total price. The respective additional services and their costs are either described in the service description or must be clarified with the accommodation provider. Any **bank charges** shall be borne by the guest.

5 Payment:

In principle, various **payment options** are available: Payment by credit card, immediate payment, payment on account, payment on the spot, etc. The applicable payment options are determined individually by the accommodation provider/service partner and displayed in the booking process ("payment information"). The availability of the individual payment options cannot be guaranteed. Any obligation of the guest to make a **down payment** or a **pre-authorisation by credit card** shall also be determined individually by the accommodation provider/service partner. Detailed information on the applicable regulations can be found in the offer and in the booking confirmation.

6 Delivery / provision of travel documents

Unless otherwise stated/agreed with regard to the booked travel services, the travel documents shall be delivered without unnecessary delay, but **no later than 30 days after conclusion of the contract**.

For the services booked in the online booking system for "Experiences", the guest will then receive a **booking confirmation or his/her own voucher ("ticket"), the presentation of which is required for the use of the service.**

The ticket must be **carried** by the guest when using the services and **presented** to the service partner.

In the event of **misuse** (e.g. passing on to other persons, providing false data), the ticket will be confiscated and blocked by the service partner or the TVB. A report will be filed and no further services/benefits can be claimed without reimbursement.

7 Notifications by the guest:

Notifications by the guest regarding changes and cancellations can only be made to the accommodation provider stated in the booking confirmation. After conclusion of the contract between the guest and the accommodation provider, the TVB assumes no liability for the forwarding of notifications, declarations of intent etc. between the guest and the accommodation provider.

8 Rights of withdrawal, contract termination, cancellation conditions:

There is **no right of withdrawal** (right of rescission) under the FAGG (Section 18 (1) (10) FAGG) for services arranged by the TVB (concerning accommodation or in connection with leisure activities, whereby in each case a specific point in time or period of time is provided for the performance of the contract).

Unless otherwise agreed, the **guest** may withdraw from the brokered travel contract in accordance with points 5.5 and 5.6 of the AGBH of 2006 as follows:

Up to 3 months before the agreed date of arrival of the guest at the latest, the accommodation contract may be cancelled without payment of a cancellation fee by means of a unilateral declaration by the contracting partner. Thereafter, cancellation by unilateral declaration of the contracting partner shall only be possible upon payment of the following cancellation fees:

- up to 1 month before the day of arrival 40 % of the total arrangement price;
- up to 1 week before the date of arrival 70 % of the total arrangement price;
- in the last week before the day of arrival 90 % of the total arrangement price;

Apart from this, **individual cancellation conditions** can also be agreed. Detailed information on the applicable regulations can be found in the offer and in the booking confirmation.
If the **guest is prevented** from using the services, there is generally no entitlement to a refund.

9 Qualification and authority of the service partner:

The **service partners** and their respective vicarious agents must guarantee to the TVB that they have the appropriate **qualification and authorisation** to carry out the respective activity (authorisation under public law, authorisation under association law, officially recognised qualification/training). However, due to the lack of complete controllability, the TVB cannot guarantee the guest the corresponding qualification and authorization of the service partner. However, the guest is free to request proof of the corresponding qualification and authorization from the respective service partner or his vicarious agents.

10 Information provided by the service partner:

The information on the contents of the travel service offered and on the **accommodation providers/service partners** is based on the own information provided by the **accommodation provider/service partner**. The TVB accepts **no liability** for this information.

11 Travel insurance:

The TVB does **not** offer any **travel insurance** itself. The TVB recommends taking out travel cancellation insurance, travel liability insurance, health insurance and accident insurance.

It is possible to take out travel insurance with an external insurance company in the course of booking via the TVB online booking centre for "accommodation". For this purpose, the guest's data will be forwarded to the respective insurance company and the booking documents will then be sent directly to the guest by the insurance company.

Section III. Booking of a package tour

1 Scope of this section

This section applies - in addition to section I - to **the booking of "package tours" with the TVB**, irrespective of whether it is made via the online booking system or in any other way (in writing, verbally, by fax or by telephone). The term "package tours" according to these general terms and conditions is identical with the term package tours according to the Federal Act on Package Tours and Related Travel Services (Package Travel Act, "PRG"; sec. 2 para. 2 PRG). In the case of the booking of other travel services, where the TVB only acts as an intermediary or only offers a single travel service in its own name, this section shall not apply and section II shall apply.

2 Contractual relationship between the TVB and the guest:

2.1 Formation of the contract - General:

The TVB describes the essential features of the package tour offered and the availability on a daily basis. However, this presentation of travel services does not constitute an offer by the TVB to conclude a contract, but is rather to be understood as an invitation to the guests to submit a corresponding contract offer. **With the order, the guest submits the offer to the TVB to conclude a contract.** The guest is bound to this binding offer for 3 working days. The contract is concluded by (written) confirmation (e.g. by e-mail) by the TVB.

Bookings can also be made for **several guests** (for fellow travellers) in one transaction. In this case, the person making the booking ("guest") must guarantee that he/she is authorised to act on behalf of the fellow travellers. The booking party ("guest") shall provide the travel documents received to his/her fellow travellers at his/her own risk (e.g. by forwarding the e-mails).

Pets may only be brought into the accommodation or, respectively, on tours within the scope of the packages if this has been separately confirmed by the TVB; this should definitely be clarified in advance. Optional costs (not included in the stated price) may be incurred in this case.

2.2 Booking steps when using the TVB's online booking centre

The guest can also book package tours in the **online booking centre of the TVB**. Based on the information provided by the guest, the appropriate package tours including the essential features and availability are described on a daily basis. The guest can still individualise some of the services presented in the online booking centre and select them by clicking on the "**Book**" button and add them to the shopping basket. Subsequently, the selected services and data can be supplemented and continuously checked and edited.

In order to proceed with the booking process, the guest is required to complete all mandatory fields fully and truthfully. The guest is obliged to check their details for accuracy and completeness before submitting the booking, as well as the booking documents received, and to notify the TVB immediately of any obvious errors. The guest's statutory rights remain unaffected. Any additional costs arising from incorrect or incomplete information for which the guest is responsible may only be charged to the extent that they are actually incurred and are reasonable. The TVB will only check whether all mandatory fields have been completed; no substantive check for input errors will be carried out. After providing their payment details, the guest must also confirm that they have read and accepted these General Terms and Conditions, the Privacy Policy and the Standard Information Sheet.

The order is completed by clicking the button "**book with obligation to pay**". By doing so, the guest makes a binding contractual declaration. By submitting the booking in the online booking centre, the guest accepts the applicability of these GTC and submits a binding contractual offer with regard to the package tour(s) in the shopping basket. The guest is bound to this binding offer for 3 working days.

As a rule, the TVB will **accept the contractual offer** by means of an express declaration of acceptance or by sending the travel documents, of which the guest will also be informed.

The **text of the contract** will not be stored by the TVB or the accommodation provider. Together with the declaration of acceptance, you will receive a booking confirmation with the essential main services and these General Terms and Conditions are permanently available at www.paznaun-ischgl.com/en/GTC in text form and as a storable PDF file. The TVB recommends saving and printing the completed order as well as the applicable contractual terms and conditions in this way.

2.3 Content of the contract

The **General Terms and Conditions for the Hotel Industry 2006 (AGBH of 2006)** do not apply to package tours organised by the TVB. The contractual relationship between the guest and the TVB is thus determined by the **individual agreement** and **these General Terms and Conditions**, with the individual agreement taking precedence over these General Terms and Conditions in the event of deviations in content.

2.4 Subject matter of the contract

The subject matter of the contract is the provision of travel services (in particular accommodation and other tourist services) by the TVB, whereby the TVB also uses vicarious agents. In the case of online bookings, special specifications of the guest shall only become part of the contract if they are stated in the booking process and expressly accepted by the TVB.

2.5 Right to change services

The TVB is entitled to make "insignificant" changes to the contract in accordance with sec. 9 paragraph 1 of the PRG. The guest will be informed of such changes accordingly. In addition, the TVB may also propose changes to the contract to the guest in accordance with sec. 9 paragraph 2 of the PRG; if the guest does not agree with these changes to the contract and does not wish to switch to an alternative offer, if any, the guest shall have the right to withdraw from the contract without compensation.

3 Provision of travel services and local representatives

The provision of the contractually agreed travel services is either carried out directly by the TVB or (as a rule) with the assistance of vicarious agents (e.g. accommodation providers, external guides, equipment hire etc.). Nevertheless, the TVB as organiser is responsible for the proper provision of all travel services provided for in the package tour contract.

Some of the travel events are not fully suitable for persons with limited mobility, for persons with other physical or mental limitations as well as for pregnant women. The booking of services by the persons addressed here should only take place after individual consultation and advice.

The use and enjoyment of certain travel services (e.g. certain tours) requires oral communication in German or English; in the event of insufficient language skills, the use of the services may be refused for safety reasons.

If a guest is in difficulty during the tour, the TVB is obliged and prepared to provide him/her with assistance immediately and in an appropriate manner. This can be done in particular by providing appropriate information about health services, local authorities and consular assistance as well as by assisting in the establishment of long-distance communication links and in the search for alternative travel arrangements. The TVB may demand reasonable remuneration for its assistance if the guest's difficulties were caused intentionally or negligently. This compensation may not exceed the actual costs incurred.

If the guest is in difficulty or wishes to complain about a breach of contract, he/she can contact the TVB directly, which is located directly at the destination. The contact details of the TVB can be found at the top of this document.

4 Prices

The prices respectively quoted for the services offered are all in **euros** and include the statutory Austrian value-added tax (**VAT**) and the **local tax**, but exclude other taxes and expenses. Before completing the order, the guest will receive an overview of the total price including all additional services.

Optional costs for additional services are not included in the total price. The respective additional services and their costs are either described in the service description or must be clarified with the accommodation provider. Any **bank charges** shall be borne by the guest.

5 Payment

Unless otherwise stipulated in the individual agreement, the following **payment terms** shall apply:

The guest shall pay a deposit of 20% of the tour price to the TVB upon conclusion of the contract, but no earlier than 11 months before the agreed end of the tour. The entire remaining tour price is to be paid by the customer by bank transfer 14 days before the start of the tour. In the case of bookings at short notice (departure within 20 days), the total amount of the tour price (without a separate deposit) is due immediately.

In principle, payment by credit card or payment on account (bank transfer in advance) are available as **payment options**. The respectively applicable payment options are displayed in the booking process ("Payment information"). The availability of the individual payment options cannot be guaranteed.

6 Delivery / provision of travel documents

Unless otherwise stated/agreed in relation to the booked travel services, the travel documents or, respectively, vouchers will be sent to the guest (by e-mail or post) without unnecessary delay after payment of the total price.

7 Warranty/compensation

In the event that contractually agreed travel services cannot be provided or can only be provided inadequately by the TVB or in the event that the guest suffers damage, the rights to which the contracting parties are entitled shall be governed by the statutory provisions, in particular sections 11 f of the PRG.

Any breaches of contract which the guest becomes aware of during the provision of the travel services agreed in the travel contract must be reported to the TVB immediately, taking into account the respective circumstances. The contact details of the TVB can be found at the top of this document. Should the notification of defects not be made (in a timely manner), this may be charged to the guest as contributory negligence.

The guest acknowledges that participation in certain tourist services (e.g. guided ski tours, etc.) can only take place on the basis of separate general terms and conditions provided by the TVB's vicarious agents. In this context, the guest will be informed about the respective existing risks and participation partly requires the signing of a risk declaration including the assumption of liability on one's own responsibility.

8 Rights of withdrawal, termination of contract, cancellation conditions:

For the package tours offered by the TVB, there is **no right of withdrawal** (right of rescission) according to the FAGG (sec. 1 para 2 no. 8, sec. 18 para 1 no. 10 FAGG).

The guest has the right to withdraw from the travel contract at any time before the start of the tour without giving reasons. Unless sec. 9 para. 2 of the PRG applies (withdrawal from the contract without compensation in the case of package tours), the guest must pay the following **compensation lump sums** depending on the time of receipt of the notice of withdrawal at the TVB:

- **up to 3 months** before the start of the trip: **no** compensation lump sum;
- 3 months to **1 month** before the start of the tour: **40 %** of the total price of the package tour;
- 1 month to **1 week** before departure: **70 %** of the total price of the package tour;
- in the **last week** before departure (or on the day of departure or, respectively, without a "no show"): **90%** of the total price of the package tour;
-

up to 3 months before departure	3 months up to 1 month before departure	1 month up to 1 week before departure	in the last week before departure
No compensation lump sum	40 %	70 %	90 %

Apart from this, **individual cancellation conditions** can also be agreed. Detailed information on the applicable regulations can be found in the offer and in the booking confirmation.

If the guest does not make use of individual travel services for reasons attributable to them, any claims for reimbursement, price reductions or compensation shall be governed by the statutory provisions, in particular the PRG. In this regard, the TVB shall take into account any expenses saved as well as any income derived from the alternative use of the travel services.

If the guest departs prematurely, the TVB remains entitled to demand the full agreed fee. However, the TVB will deduct what it has saved as a result of the non-utilisation of the services or what it has received by renting the booked rooms to other parties.

If a minimum number of participants is stated in the booking documents, the TVB reserves the right to cancel the tour up to 7 days (for tours of up to six days) or, respectively, 20 days (for tours of seven days or more) before the start of the tour if the minimum number of participants is not reached.

If the TVB is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances, it may withdraw from the contract without compensation pursuant to sec. 10 para. 3 no. 2 of the PRG.

9 Transfer of the package tour contract

Pursuant to sec. 7 para. 1 of the PRG, the guest has the right to transfer the package tour contract to another person who fulfils all contractual conditions.

In accordance with Section 7 of the PRG, the guest has the right to transfer the package holiday contract to another person, provided that the latter fulfils all the terms of the contract. The TVB must be notified of the transfer on a durable medium within a reasonable period before the start of the trip; in any event, notification at least seven days before the start of the trip shall be deemed reasonable. The transferring guest and the person taking their place are jointly and severally liable for the outstanding travel price and for any reasonable additional costs actually incurred as a result of the transfer. The TVB shall notify the guests of these costs and issue a receipt for them.

10 Early termination of the package tour contract

The TVB may exclude the guest from individual travel services or terminate the package holiday contract for good cause if, despite a warning, the guest causes a significant disturbance, endangers other people or substantially impedes the smooth running of the trip. A warning is not required if, in the circumstances, it would be unreasonable to issue one or if immediate action is necessary to prevent significant harm. Any claims for a refund, a reduction in price or compensation are governed by the statutory provisions, in particular the PRG.

11 Passport and visa requirements

Citizens of EU member states, EEA member states and Switzerland do not require a visa for entry into the Republic of Austria (travel documents must, however, be carried). All other nationals are generally subject to visa requirements when entering the Schengen area or, respectively, the federal territory of Austria. For visits (without gainful employment) of up to 90 days per period of 180 days, these persons therefore require a Schengen visa. Nationals of certain countries are exempt from this visa requirement. Further information on the special passport and visa requirements as well as on the necessary health formalities can be obtained from the Federal Ministry for European and International Affairs (https://www.bmeia.gv.at/), among others.

The guest is responsible for complying with all passport, visa, customs and foreign exchange regulations as well as all health formalities.

12 Insolvency protection

The insolvency protection of the TVB is provided by means of a bank guarantee from Volksbank Tirol AG, Meinhardstraße 1, 6020 Innsbruck. The examination and settlement of the guest's claims in accordance with the PRV and the settlement agreement shall be carried out by Europäische Reiseversicherung AG, Kratochwjlestraße 4, 1220 Vienna, +43 (0) 1 317 25 00. The guest must contact the settlement agent within 8 weeks if services are refused due to the insolvency of the TVB. Details of the TVB's authorisation to provide travel services can be found in the publicly accessible Trade Information System Austria ("GISA") under the GISA number 22228444.

Section IV. Acquisition of goods and vouchers

1 Scope of this section

This section applies - in addition to section I - to the **acquisition of goods from the TVB**. This section applies both to the purchase of goods made via the TVB's online booking system and to purchases made in any other way (in writing, verbally or by telephone) from the TVB. In the case of online shops that are not operated in the name of the TVB (external shops operated on behalf of and for the account of third parties), these GTC do not apply - even if the shops are integrated on the domains of the TVB.

2 Contractual relationship between the TVB and the guest:

2.1 Formation of the contract - General:

The TVB describes the essential features of the goods offered and their availability on a daily basis. However, this presentation of goods does not constitute an offer by the TVB to conclude a contract, but is rather to be understood as an invitation to the guests to submit a corresponding contract offer. **By placing an order, the guest submits an offer to the TVB to conclude a contract.** The guest is bound to this binding offer for 3 working days. The contract is concluded through (written) confirmation (e.g. by e-mail) by the TVB.

Bookings can also be made **for several guests** (for fellow travellers) in one transaction. In this case, the person making the booking ("guest") must guarantee that he/she is authorised to act on behalf of the fellow travellers. The booking party ("guest") shall make the travel documents received available to his/her fellow travellers at his/her own risk (e.g. by forwarding the e-mails).

2.2 Booking steps when using the online booking centre for 'Experiences, Goodies and Vouchers'

In the online booking centre for **Experiences** (available at www.ischgl.com/en/booking/shop/experiences, www.galtuer.com/en/booking/shop/experiences, www.kappl-see.com/en/plan-your-trip/experiences), **Goodies** (available at www.ischgl.com/en/booking/shop/souvenirs, www.galtuer.com/en/booking/shop/souvenirs, www.kappl-see.com/en/souvenirs) and **Vouchers** (available at www.ischgl.com/en/voucher, www.galtuer.com/en/voucher, www.kappl-see.com/en/voucher)", guests may also purchase goods and vouchers (in addition to the "experiences" covered under Section II).

The guest may customise the goods or vouchers displayed in the online booking centre and select them by clicking the **"Into shopping basket"** button. The selected services and details can then be supplemented, checked and edited at any time.

In the "**Your data"** booking step, the guest can enter their details. To proceed with the order process, the guest is required to complete all mandatory fields fully and truthfully. The guest is responsible for any input errors they make. The TVB will only check that all mandatory fields have been completed; no substantive check for input errors will be carried out.

The guest can then select their preferred payment method (the **"Your payment"** sub-step). Finally, in the "**Your data"** booking step, the guest must also confirm that they have read and accepted these Terms and Conditions and the TVB's Privacy Policy.

The booking is finalised by clicking the **"Confirm booking"** button. In doing so, the guest makes a binding contractual declaration. By submitting the booking via the online booking centre, the guest accepts these Terms and Conditions and makes a binding offer to enter into a contract regarding the items in the shopping basket. The guest is bound by this binding offer for 3 working days.

Once the payment process has been completed, the order is confirmed by the TVB in the next booking step, **'Confirmation'**, by sending a confirmation email to the email address provided. This order confirmation serves to inform the guest that the order has been received by the service provider and contains all the important information regarding the service booked.

The **text of the contract** is not stored by the TVB or the accommodation provider. Together with the confirmation of acceptance, you will receive a booking confirmation setting out the key services, and these General Terms and Conditions are available at all times at www.paznaun-ischgl.com/en/GTC, both in text form and as a downloadable PDF. The TVB recommends that you save and print out the finalised booking and the applicable terms and conditions in this way.

2.3 Special terms and booking procedures relating to the 'Paznaun – Ischgl Voucher'

Visitors can purchase the 'Paznaun – Ischgl Voucher' via the online booking centre (available at www.ischgl.com/en/voucher, www.galtuer.com/en/voucher, www.kappl-see.com/en/voucher) and, in some cases, at the TVB's sales outlets, guests can purchase the 'Paznaun – Ischgl Voucher'.

With the 'Paznaun – Ischgl Voucher', guests can, on the basis of a separate contract, redeem goods, services and accommodation with the current 'voucher service partners' (as at the time of redemption) (see at www.ischgl.com/en/voucher, www.galtuer.com/en/voucher, www.kappl-see.com/en/voucher) on the basis of a separate contract. In this respect, the 'Paznaun – Ischgl Voucher' serves as a means of payment up to the specified and certified value.

The TVB's obligation to provide services is limited exclusively to the proper issuance and administration of the 'Paznaun – Ischgl Voucher' (provision of the voucher system) and to ensuring that the voucher can be used as a means of payment for the services of the relevant service partners within its period of validity. The TVB does not itself provide any operational services in connection with the voucher. Redemption of the voucher requires a separate service contract concluded exclusively and directly between the voucher holder and the relevant 'voucher service partner'; the voucher serves as a means of payment. The performance, quality, defects or any disruptions to the selected service are governed exclusively by the terms and conditions of business and cancellation policies, if any, agreed with the relevant 'voucher service partner' providing the service. The TVB accepts no liability, warranty or guarantee for the proper, defect-free or complete provision of the service by the voucher service partner. Any claims arising from poor performance, delay, accidents, personal injury or damage to property in connection with the provision of the service must be made by the voucher holder directly and exclusively against the voucher service partner providing the service. The TVB accepts no liability or warranty that individual or specific voucher service partners will remain in the network on a permanent basis, provided that the voucher system as a whole remains operational.

Guests can specify the value of the 'Paznaun – Ischgl Vouchers' displayed in the online booking centre and select them by clicking the **"Into shopping basket**" button. In the basket, the voucher can be further customised; payment details are then entered and an overview of the order is displayed. To proceed with the ordering process, the guest is required to complete all mandatory fields fully and truthfully. The guest is responsible for any input errors they make. The TVB will only check that all mandatory fields have been completed; no substantive check for input errors will be carried out. Before completing the order by clicking the **"Confirm booking"** button, the guest must also confirm that they have read and accepted these Terms and Conditions and the TVB's Privacy Policy. In doing so, the guest submits a binding contractual declaration. By submitting the order via the online booking centre, the guest accepts these Terms and Conditions and makes a binding offer to enter into a contract for the personalised 'Paznaun – Ischgl Voucher'. The guest is bound by this binding offer for 3 working days. Payment for the 'Paznaun – Ischgl Vouchers' must be made exclusively using the payment methods specified during the ordering process. The prices quoted for the "Paznaun – Ischgl Vouchers" do not include value added tax (VAT). Once the payment process has been completed, the TVB will confirm the order by sending a confirmation email and simultaneously making the personalised "Paznaun – Ischgl Voucher" available at the email address provided.

The TVB does not store the **text of the contract**. Together with the declaration of acceptance, you will receive a booking confirmation setting out the key services, and these General Terms and Conditions are available at all times at www.paznaun-ischgl.com/en/GTC, both in text form and as a downloadable PDF. The TVB recommends that you save and print out the completed order and the applicable terms and conditions in this way.

The ordered 'Paznaun – Ischgl Vouchers' will then be sent to the email address provided and can be printed out or presented digitally. The guest bears sole responsibility for the completeness and accuracy of the information provided during the ordering process, for ensuring that their email account is in working order, and for ensuring that the 'Paznaun – Ischgl Voucher' is printed out in full and legibly.

"Paznaun – Ischgl vouchers" cannot be cancelled (unlike package holidays, for example).

With regard to the consumer's right of withdrawal, point 3 of this section applies, subject to the proviso that, by redeeming the "Paznaun – Ischgl Voucher" early, the guest is making an express request for the Tourist Board and the relevant "voucher service partner" to commence fulfilment of the contract before the expiry of the withdrawal period. Accordingly, the voucher is always dispatched immediately; it serves as a means of payment for the goods and services of the "voucher service partners" and can be used straight away. Upon (partial or full) redemption of the voucher, the guest subsequently forfeits their right of withdrawal if the 'Paznaun – Ischgl Voucher' has been fully 'used up' in accordance with Section 11 of the FAGG before the expiry of the withdrawal period. In the event of a withdrawal by the guest before the voucher has been fully redeemed, the guest must pay a pro rata fee (Section 16(1) of the FAGG).

"Paznaun – Ischgl vouchers" may also be redeemed by persons who have come into possession of them unlawfully. Upon presentation of a valid voucher, the service partner is under no obligation to carry out any further checks on the holder's eligibility (in particular, identity checks).

"Paznaun – Ischgl vouchers" cannot be exchanged for cash. If the full value of the voucher has not been used, the remaining balance will be retained as a voucher – no cash refund will be given.

The "Paznaun – Ischgl Voucher" is valid and redeemable for a period of **5 years** from the date of issue. A longer period of validity is not objectively justifiable, as the continued existence of the underlying voucher scheme and ongoing cooperation with a sufficient number of qualified voucher service partners cannot be guaranteed indefinitely for economic and organisational reasons. Furthermore, maintaining the system requires a considerable and ongoing administrative (staffing) and technical effort (in particular IT infrastructure, data security, etc.). Upon expiry of this 5-year period, the voucher ceases to be valid; the credit balance cannot be redeemed for cash. The customer's right to transfer the voucher to third parties within the specified period remains unaffected.

3 Right of withdrawal (withdrawal policy, withdrawal conditions, consequences of withdrawal, model withdrawal policy, exclusion of the right of withdrawal, request for early fulfilment)

3.1 Right of withdrawal

You have - exclusively within the scope of this section of the GTC - the right to **withdraw from** this contract within fourteen days without stating any reasons.

The withdrawal period is **fourteen days** from the day on which you or a third party named by you, who is not the carrier, have or has taken possession of the goods. In the case of a contract for several goods which you have ordered as part of a single order and which are delivered separately, the withdrawal period is fourteen days from the day on which you or a third party named by you who is not the carrier have taken or has taken possession of the last goods. In the case of a service contract or a contract for the supply of digital content not supplied on a physical medium, the withdrawal period is fourteen days from the day the contract is concluded.

In order to exercise your right of withdrawal, you must **inform** us (Paznaun - Ischgl Tourist Association, Dorfstraße 43, 6561 Ischgl, Austria, info@paznaun-ischgl.com, +43 50990 100) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter or e-mail sent by post). You may use the enclosed **model withdrawal form** for this purpose, which is, however, not mandatory.
To comply with the withdrawal period, it is sufficient for you to **send** the notification of the exercise of the right of withdrawal before the end of the withdrawal period. Alternatively, you can also give notice of withdrawal using the withdrawal function on the online user interface (available at www.paznaun-ischgl.com/en/booking/shop/withdraw-contract).

3.2 Consequences of the withdrawal

If you withdraw from this contract, we must **refund** all **payments** we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received the notification of your withdrawal from this contract.

The repayment will be made by means of an order to an account to be made known by you (you must state the correct IBAN and BIC in the notice of withdrawal); under no circumstances you will be charged any fees because of this repayment.

We may **refuse repayment** until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must **return** or hand over the **goods** to us without undue delay and in any event no later than fourteen days from the day on which you notify us of the withdrawal from this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. **You shall bear the direct costs of returning the goods.**

You have the right to inspect the ordered goods with regard to their condition, quality or functionality to the same extent as is customary when buying in a shop. **However**, this **right of inspection does not include the use of the goods**. You only have to pay for any loss of value of the goods if this loss of value is due to the handling of the goods which is not necessary for the inspection of the condition, properties and functioning of the goods.

3.3 Sample withdrawal form

If you wish to withdraw from the contract, please complete and return this form:
to
Tourismusverband Paznaun – Ischgl
Dorfstraße 43
6561 Ischgl
Austria
info@paznaun-ischgl.com
+43 50990 100

I/we hereby withdraw from the contract concluded by me/us for the purchase of the following goods:

	Goods	ordered on	received on
1.			
2.			
3.			

Name of the consumer(s):
Address of the consumer(s):
IBAN and BIC of the consumer(s) for refund:
Date:
Signature of consumer(s):
(only in case of paper communication)

3.4 Exclusion of the right of withdrawal

The guest has **no right of withdrawal**

- if the guest is an entrepreneur and the contract is part of the operation of his/her business,
- in the case of contracts for services in the areas of accommodation for other than residential purposes, transport of goods, rental of motor vehicles as well as the supply of food and drink and services provided in connection with leisure activities, provided that in each case a specific time or period is contractually stipulated for the performance of the contract by the entrepreneur (section 18 para 1 no. 10 FAGG),
- in the case of contracts for services, if the entrepreneur - on the basis of an express request by the consumer pursuant to section 10 FAGG as well as a confirmation by the consumer of his/her knowledge of the loss of the right of withdrawal in the case of complete performance of the contract - had begun to perform the service before the expiry of the withdrawal period pursuant to section 11 FAGG and the service was then fully performed (see point 2.3 of this section).

4 Collection/delivery

Unless otherwise stated/agreed with regard to the ordered goods, the goods shall be made **available for collection or delivered** without unnecessary delay, but **no later than 30 days after conclusion of the contract**.

All goods will only be dispatched after **receipt of the full invoice amount**.

5 Prices, payment, retention of title

The prices stated on the product pages are all in **euros**, including the statutory Austrian value added tax (**VAT**), but excluding shipping costs as well as other duties and charges. Before completing the order, the guest receives an overview of the total price including all ancillary services. The **shipping costs**, any **bank charges** as well as **customs duties** shall be borne by the guest.

In principle, various **payment options** are available via the payment service provider "Stripe": Credit card; immediate payment etc. The availability of the individual payment options cannot be guaranteed. In the case of payment by credit card, the payment can be reversed by the guest in the event of misuse.

The TVB retains ownership of the goods until the total price has been paid in full.

6 Warranty, Guarantee, Complaints

The **statutory warranty regulations** (in particular the ABGB and the VGG) shall apply to the purchased goods. The warranty period for movable goods is 2 years from the handover of the goods. The TVB does not give any contractual guarantee promise that goes beyond the statutory guarantee. **Complaints** on the basis of legal warranty claims or other complaints can be made to the above address.

Ischgl, on 16-09-2026