

GENERAL TERMS AND CONDITIONS (TERMS AND CONDITIONS)

Electronic Guest Card

of the Danube Upper Austria Tourist Association
Lindengasse 9, 4040 Linz



1st edition, 30.03.2022

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1. Scope of the terms & conditions, definitions:

These general terms and conditions (hereinafter referred to as '*T&Cs*') apply equally to all companies that offer services to guests within the framework of the DONAU.Erlebnis Card (hereinafter referred to as '*partner companies*'), unless different terms have been outlined in individual provisions.

The DANUBE.Erlebnis Card is a card with a printed QR code that entitles the holder to use the tourist services of the partner companies to the extent offered. For the provision and use of the DONAU. Erlebnis Card, the following terms and conditions are expressly binding:

2. Scope of services/liability:

All partner companies of the DONAU.Erlebnis Card act independently as individual companies. The partner companies are obliged to inform cardholders during the promotion period about their normal operating hours and their general conditions of carriage and business in terms of time and quantity valid for the provision in full of services noted as part of the DONAU.Erlebnis Card. The exact scope of services are detailed on the respective page on our homepage (<https://www.donauregion.at/donau-card.html>). Restrictions on the use of DONAU.Erlebnis Card services during some of the promotion period of the DONAU.Erlebnis Card may result from limits to the operating hours of individual partner companies due mainly to weather, seasonal or other circumstances, such as capacity limits, technical malfunctions, maintenance work or official requirements. In the event of restrictions or omissions of individual services for the reasons mentioned, the affected party shall not be entitled to any claims for damages, warranties or other claims. The non-binding opening hours stated on the website of the Danube Upper Austria Tourist Association - Tourismusverbandes Donau Oberösterreich (hereinafter referred to as TVB) as well as any information provided by the partner companies themselves (e.g. their homepage etc.) must therefore be noted. The TVB reserves the right to terminate the agreements with individual partner companies for important reasons at any time during the promotion period without having to compensate the cardholder for the resulting loss of the chance to use the services offered. In addition, the TVB assumes no liability on whether services

from the previous season will also be available in the coming season, as service agreements are revised annually.

3. Issuance and issuance requirements:

The DANUBE.Erlebnis Card is linked to the electronic guest registration system and is therefore only issued in establishments that use this. The DANUBE.Erlebnis Card is issued free of charge to guests staying for one night or more by their accommodation provider for the duration of their stay, including the day of arrival and departure, and cannot be purchased. If a guest checks in online before arriving at their accommodation (PreCheckIn), an electronic guest card will be sent to the guest's specified e-mail address. If a guest checks in at the accommodation provider in person, the DONAU.Erlebnis Card is printed out by the host and/or sent to the guest's e-mail address.

4. Special rules for ferries:

Ferry trips are only counted as accommodation included in the DONAU.Erlebnis Card for stays of two nights or more.

5. Validity requirements:

The DONAU.Erlebnis Card is issued exclusively to the respective cardholder and is non-transferable. It is only valid in conjunction with an official photo ID. The services associated with the DONAU.Erlebnis Card can only be used by the person named on the card within the validity period. The validity period of each individual DONAU.Erlebnis Card depends on the length of stay of the guest in the respective establishment.

6. Use:

To use services associated with the DONAU.Erlebnis Card, the cardholder shows his DONAU.Erlebnis Card to the respective partner company. The service partner checks the validity of the card with a visual inspection or by means of a QR scan with a checking device. The cardholder is obliged to present an official photo ID upon a reasonable request. If they are not in a position to do so, the services of the DONAU.Erlebnis Card cannot be provided, and no compensation will be granted.

7. Misuse, theft/loss:

In the event of misuse or simply suspicion of misuse, the individual partner companies are entitled and obliged to retain the card without replacing it. The transfer of the DONAU.Erlebnis Card to third parties is not permitted. In case of theft or loss of the DONAU.Erlebnis Card, the card can be reprinted at the issuing establishment.

8. Disclaimer:

The TVB assumes no liability for any damage suffered by a cardholder in connection with the use of the services offered. From the issuance of the DONAU.Erlebnis Card and the associated possibility of using services, there is, in any case, no liability of any kind for the TVB for any kind of damages resulting from the use of the services. When using the services of the DONAU.Erlebnis Card, a direct contract is concluded only between the cardholder and the respective partner company, so that all claims that the holder may be entitled to from poor or underperformance must be asserted against the partner company. Only the respective partner companies whose services are used are responsible and liable to the cardholder as they are acting independently. The TVB is to be held completely harmless and indemnified in this regard.

9. Applicable law/place of jurisdiction:

For any legal disputes arising from the use or use of DONAU.Erlebnis Card, Austrian law applies. The place of jurisdiction is the legally responsible court in Linz.

10. Data protection policy:

For the purpose of the issuance and use of the DONAU.Erlebnis Card, personal data provided when filling out the registration form (first name, last name, date of birth, e-mail address, length of stay) will be transmitted by the accommodation provider to a service provider (feratel media technologies AG). In addition, this personal data is transferred by the respective accommodation providers to the TVB for the central processing and administration of the DONAU.Erlebnis Card. The processing takes place with your consent on the basis of our legitimate interest in the fulfilment of our official tasks to promote tourism marketing, develop tourism products and offerings, provide services for guests and co-ordinate public leisure infrastructure (§ 12 Upper Austria Tourism Act 2018).

If a guest checks in online before arrival at the accommodation (PreCheckIn), consent to the transfer of the data is given by ticking a checkbox directly in the PreCheckIn form. The data will be transferred to feratel media technologies AG and the electronic guest card will be sent to the specified e-mail address of the guest. If the DONAU.Erlebnis Card is created at the place of accommodation, the host must obtain consent on the transfer of the data from the guest verbally. The host is required, in the process of creating the DONAU.Erlebnis Card, to confirm the guest's consent. Your personal data will not be used for advertising purposes and will be anonymised after the expiry of the valid legal deadlines.

As the data subject, you have the right to obtain information, correction, deletion, restriction, data portability, revocation and objection. To assert these rights, please contact either the TVB or the respective partner company directly. If you believe that the processing of your data violates data protection law, you also have the right to lodge a complaint with the Austrian Data Protection Authority.

11. Severability clause

The invalidity of individual contractual provisions shall not affect the power of the remaining contractual provisions. An invalid provision shall be replaced by another valid and permissible provision that corresponds to the meaning and purpose of the omitted provision.