ONLINE SHOP AND ROOM BOOKING
GENERAL TERMS & CONDITIONS FOR TRADING

1. General/Scope of application:

These General Terms & Conditions (GTC) apply in their valid form on the day of order to all contracts concluded with the Tourismusverband Mayrhofen-Hippach (Mayrhofen-Hippach Tourist Board – hereinafter referred to as "TVB") with regards to online shop transactions and room reservations. The GTC are an integral part of the contract, which the customer accepts by clicking on the respective field and sending their order to the TVB. All contractual agreements are subject exclusively to these Terms & Conditions, which can be electronically viewed, stored and printed by the customer. Deviating agreements require the written form.

2. Obligations of the TVB:

The TVB is merely provider of the virtual Market Place platform, via which the User, after successful registration, can enter into purchase agreements for services (particularly tourism orientated), purchase vouchers for such services and conclude agreements with accommodation providers. Contracts for the supply of products may not be concluded. The TVB itself does not enter into any contractual agreements, instead provides a platform for the conclusion of such purchase agreements.

3. User:

Only TVB authorised service providers (natural and legal persons) may participate in the online shop and room reservations. Only natural persons of unlimited legal capacity and at least 18 years of age, hereinafter referred to as Customer, may register as a user on www.mayrhofen.at, regardless of whether that person is in possession of a TVB Guest Card or not. No legal claims for either the vendor or purchaser may arise out of participation.

4. Registration:

Every Customer is obliged to provide truthful and correct information on registering. The following personal data is required to register: a) Title b) First name c) Last name d) Date of birth e) E-mail address f) Road g) Post code/Town h) Country. Voluntary disclosure of a telephone number is also possible. After successful registration, the Customer receives a password via email that, together with the Guest Card number, allows access to the platform. If the Customer is not in possession of a TVB Guest Card, a separate access code will be sent via email. The Customer is responsible for ensuring the security of his/her password and access code. Transfer to a third party is not permitted. The TVB is entitled to have all submitted data checked for accuracy. False information will lead to exclusion from the Market Place.

5. Conclusion and Execution of Contracts

Applicable GTCs for room reservations:

In addition to registering as a user, the Customer must submit his/her credit card details (VISA or MASTERCARD) for the conclusion of a sales agreement. The agreement becomes legally binding once the Customer sends the order to the TVB, after he/she has accepted the applicability of these GTCs by clicking on the appropriate field. The GENERAL TERMS AND CONDITIONS FOR THE AUSTRIAN HOTEL INDUSTRY 2006 (AGBH 2006), in particular, the cancellation conditions contained therein, governs accommodation agreements.

TVB uses the services of WIRECARD CENTRAL EASTERN EUROPE GMBH, Primoschgasse 3, 9020 Klagenfurt (FN 195599x) for payment processing, namely the QPAY payment page for internet shops. The agreed payment for orders made in our Online Shop (except room bookings) is immediately debited from the Customer's credit card by the payment service provider and forwarded to the respective service provider. The Customer immediately receives order confirmation from the TVB and – when possible – the ticket / voucher for the provision of services per e-mail. Should e-mail delivery not be possible, the item(s) will be sent by post to the address registered by the Customer. In the case of room reservations, the credit card serves only as a guarantee for the agreed remuneration. Payment for the accommodation or any agreed deposit payments

shall be in accordance with payment conditions arranged exclusively between the Customer and accommodation provider.

The TVB is entitled to check submitted credit card details for their accuracy and credit worthiness, or have said details checked by the payment service provider. This check is performed in real time. Should checks prove negative, the order transaction will not be processed. Moreover, submitting false information will lead to exclusion from the Market Place.

6. Data Protection:
a) Data collection and storage:
The TVB and their provider, Kapthon AG, do not store credit card information. After entering the necessary data in the Wire-Card QPAY-iframe (credit cardholder personal data and credit card details), the TVB or Kapthon only receive a transaction ID of the credit card details stored with WireCard, which are stored by the TVB or Kapthon together with the name, address, possible alternative billing address, date of birth, e-mail address, telephone number and the customer password required to carry out the transaction. This data is used solely by the TVB to process the agreed purchase transaction. This data will only be passed on to the service provider when it is necessary for processing the order. The data collected is used exclusively for processing the purchase transaction and is not put to any use beyond this, and, especially, is not transmitted to any third parties apart from the service provider. The data collected will only be used to inform Customers of TVB services when the customer has previously given his/her explicit consent. In this case too, data stored by the TVB will not be shared with third parties.

On visiting the website, even without registering, certain data (e.g. IP address, browser) will be collected for statistical purposes. This data will be evaluated anonymously, to improve user-friendliness of the internet site.

b) Right of objection and right of access, as well as right of rectification or deletion in accordance with the Austrian Federal Data Protection Act(DSG) 2000:
- The Customer has the right – if the use of personal data is not requested by law – to raise an objection against the use of such data because of an infringement of an overriding interest in confidentiality (Section 28 DSG 2000).
- The Customer is entitled, with proof of identity, to request information regarding his/her data from the TVB at any time, in writing and free of charge(in accordance with section 26 paragraph 6 DSG 2000).
– Acting on a substantiated request from the Customer, the TVB will correct or delete data that may be incorrect or processed in contrary to the provisions of the Data Protection Act (Section 27 DSG 2000).

7. Contractual Partner:
The TVB is only responsible for making the Online Shop including room reservations available and does not enter into a legal relationship of any kind between the Customer/Guest on the one hand, and the respective service provider as vendor/accommodation provider on the other. Accordingly, any claims by the Customer, in particular relating to non-performance or performance not in accordance with the contract and all other claims appertaining to the agreed contract shall be made against the respective service provider/accommodation provider, as contractual partner. And vice versa: any claims by the vendor/accommodation provider against the Customer appertaining to the agreed contract shall be lodged against the Customer and therefore not against the TVB. The TVB is not obliged to mediate in disputes between contractual partners.

8. Provision of Services:
The ticket/voucher delivered to the Customer entitles the bearer to consume the purchased service. The transferral/passing on of said voucher to third parties is permitted, so long the purchased service is not exclusively assigned to a particular person.

9. Payment Processing:
Payment processing take place exclusively via credit card. Alternative methods of payment (prepayment, payment against invoice) are not provided for in the Online Shop. Please refer to Section 5 of these GTCs for the payment processing of room reservations.

10. Withdrawal from the Agreement:
Services – tourism orientated in particular – are offered exclusively in the Online Shop for which the Customer, as Consumer under the Consumer Protection Act (KSchG) Section 5f KSchG, has no right of withdrawal. In the opposite case, the respective service carrier is obliged to provide the Consumer with this information in their online offer according to Section 5c of the Consumer Protection Act (KSchG), as well as information on the existence of the right of withdrawal in accordance with Section 5e of the Consumer Protection Act (KSchG). The withdrawal from accommodation agreements (cancellation) is based on the procedures agreed between the guest and accommodation provider, or failing that, on the basis of the Terms & Conditions of the Austrian Hotel Industry (AGBH 2006) – (see Section 5 of these GTCs).

11. Liability of the TVB:
The TVB assumes no responsibility for ensuring that this Market Place is constantly available. Furthermore, the TVB accepts no responsibility for the completeness and accuracy of information provided on the offered service(s) by the vendor/accommodation provider. The vendor/accommodation provider guarantees that all texts, images and other data provided by him/her to the TVB does not infringe any intellectual property rights of third parties and is obliged to indemnify and hold the TVB harmless from any loss, damage, or claim sustained or raised in this respect.

In any case, liability of the TVB in the event of breach of contractual obligations towards the Customer for damages due to slight negligence is excluded. This liability is unlimited in cases of gross negligence and personal injury.

12. Applicable Law/Place of Jurisdiction:
Austrian substantive and formal law applies to the legal relationship between the TVB and Customer, to the exclusion of the UN Sales Convention. It is agreed that the exclusive place of jurisdiction shall be the competent court for the headquarters of the TVB in 6290 Mayrhofen. This choice of law and jurisdiction also applies to the legal relationship between the Customer and vendor, insofar as no other deviating agreement have been made that are legally permissible. Accommodation agreements are based on the procedures agreed between the guest and accommodation provider, or failing that, governed by the Terms & Conditions of the Austrian Hotel Industry (AGBH 2006).

13. § 19 Data Protection
Art. 6(1) lit. a GDPR serves as the legal basis for processing operations for which we obtain consent for a specific processing purpose. If the processing of personal data is necessary for the performance of a contract to which the data subject is party, as is the case, for example, when processing operations are necessary for the supply of goods or to provide any other service, the processing is based on Article 6(1) lit. b GDPR. The same applies to such processing operations which are necessary for carrying out pre-contractual measures, for example in the case of inquiries concerning our products or services from our accommodation providers. If our company subject to a legal obligation by which processing of personal data is required, such as for the fulfillment of tax obligations, the processing is based on Art. 6(1) lit. c GDPR. Finally, processing operations could be based on Article 6(1) lit. f GDPR. This legal basis is used for processing operations which are not covered by any of the abovementioned legal grounds, if processing is necessary for the purposes of the legitimate interests pursued by our company or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data. Such processing operations are particularly permissible because they have been specifically mentioned

by the European legislator. He considered that a legitimate interest could be assumed if the data subject is a client of the controller (Recital 47 Sentence 2 GDPR).

For more information on data protection, please refer to our [Data Protection Declaration](#).