

General Contractual Terms and Conditions (GCTC)

governing the usage of the online booking platform shop.mysuedtirol.info (hereafter “GCTC”) of Zillertal Booking GmbH

Version: 01/10/2019

1 Scope

Usage of shop.mysuedtirol.info of Zillertal Booking GmbH (ZIB) shall be construed as acceptance of the validity of these General Contractual Terms and Conditions (GCTC). Orders placed through the basket in the online shop shall also be governed by the General Terms and Conditions of Business (GTC).

In order to create a user account on shop.mysuedtirol.info, the user must agree to the associated terms and conditions and consent in particular to the electronic storage and processing of the data entered or generated by him/her.

shop.mysuedtirol.info is not intended for persons who are subject to laws that prohibit the usage of such an online shop. Access by any persons for whom this is the case is not permitted.

2 Content

ZIB shall endeavour to ensure that the content of its pages remains relevant and up to date. However, it does not offer any assurance that the information will be correct and complete and opinions will be balanced. This applies in particular to any assurances concerning the characteristics of the locations, facilities, and services described. Please note that such characteristics are liable to change over time, in particular as a result of seasonal and meteorological factors.

ZIB shall be entitled to alter the content of shop.mysuedtirol.info, links, user prompts, and graphics at any time without prior notice.

Unless expressly specified otherwise or patently apparent, the information does not constitute an offer for sale. shop.mysuedtirol.info does not contain any invitations to conclude transactions. Descriptions for example of trips and the presentation of the natural environment and facilities are provided solely for information purposes. In particular descriptions of hotel and transport facilities, the information contained therein concerning distances and views, details of buildings in the immediate vicinity and the like are naturally subjective and liable to change. The information provided does not constitute any assurance as to particular characteristics, but is rather intended solely for the purpose of providing a general impression. It is

recommended that these aspects are considered in greater detail, for instance within the ambit of comprehensive planning of trips, by consulting other sources.

3 Linked pages

By clicking on a link, it is possible that the user may leave shop.mysuedtirol.info. The content of linked third party websites is not monitored by ZIB. ZIB does not accept any liability or responsibility whatsoever for the content thereof, any goods or services offered thereon or the information and opinions contained therein.

4 Access

ZIB provides no warranty that shop.zillertal.app will be accessible at all times, that it will function properly without interruption or error and thus cannot be held liable for the consequences of any interruptions in the booking process or the failure to transmit messages. Under certain circumstances, it even reserves the right to disable the service or parts thereof. ZIB will endeavour to rectify any interruptions or errors quickly. In addition, ZIB expressly refers to the variety of risks that are latent at all times within the internet. It is not possible to ensure that the ZIB pages or the ZIB server are entirely free from viruses or other harmful components.

Particular attention is dedicated to ensuring a user-friendly user interface. The customer is responsible for properly using shop.zillertal.app and in particular the sales platform. He/she shall be individually responsible for the consequences of any mistakes during usage.

The booking platform is intended primarily for the European area (Switzerland and EEA countries). ZIB does not guarantee that the platform will be accessible from outside this region.

5 User account

The shop.mysuedtirol.info user account stores the data necessary for processing transactions through the basket, such as user name, password, first name and surname, address, ski pass number, gender, strength class, travel dates, etc. Emails will be sent to the email address indicated in the user account in relation to the handling of transactions and concerning matters of systemic relevance.

The holder of the user account is responsible for ensuring that the data are used properly and kept up to date. If any information concerning a third person is entered, the user must ensure that he/she has received the necessary authorisation. Account holders are recommended in their own interest to keep their passwords secret. ZIB must be contacted immediately in the event of any suspected misuse of the account. Credit card data are not processed within ZIB systems. Processing is conducted solely by the specialist service providers involved during the checkout stage.

The cancellation of a user account may be requested through the account ("my user account"). However, cancellation is not possible if any valid entitlement to payment (not yet due) is still indicated in the account. If this is the case, an error message will be generated. Following cancellation, the account can no longer be accessed, cannot be reactivated and all services associated with the account will be discontinued. Internally,

the account will be stored and remain accessible to administrators at least until expiry of the statutory retention period for business documentation. Thereafter, it will be irrevocably erased.

6 Email communication

The transmission of email messages through public networks is asymmetrical and liable to disruption; emails are unprotected and can be received, read and altered by third parties. Third parties may obtain information concerning the sender and recipient of an email, as well as whether it has been received. This also applies to emails used in order to communicate with ZIB. ZIB is authorised by the customer to send emails to him/her. ZIB shall not bear any liability whatsoever for losses arising as a result of the deficient or impaired transmission of an email or of the interception of emails. These provisions shall apply *mutatis mutandis* for any other unprotected forms of communication with comparable functioning and risks that may be used either at present or in future.

7 Copyright

The entire content of shop.mysuedtirol.info is protected by copyright. The user shall not be granted any rights by virtue of usage over content, the software, any registered industrial property right, or any other element.

The site content may not be used for public or commercial purposes in order to draw attention to the brokerage or onward sale of offers and products of ZIB. It is not permitted to use the content of shop.mysuedtirol.info in a manner that distorts its content, is discriminatory, or runs contrary to the interests of ZIB. Images and films are made freely available to site users for private purposes. They may not be altered, cut, or edited without the approval of ZIB, and must be used solely in the original format. Images are published in relation to tourist offers free of charge and such publication is expressly permitted. The approval of ZIB must be obtained for any other commercial use of the images.

8 Price information

Price information shall only remain valid for the duration of its publication directly on shop.mysuedtirol.info. Solely and exclusively the prices indicated in euros (EUR) shall be valid. Any prices indicated in other currencies are intended solely for the purpose of comparison and do not have binding status.

9 Disclaimer

ZIB shall not under any circumstances bear liability for any losses or damage (whether direct or indirect) that may arise in relation to usage of shop.mysuedtirol.info. In particular, it shall not bear any liability for the accuracy of the information provided in the online shop.

10 Applicable law and jurisdiction

Any disputes arising in relation to usage of shop.mysuedtirol.info shall be governed exclusively by Austrian law. Jurisdiction shall lie under all circumstances with the court with competence over the registered office of Zillertal Booking GmbH.