



# GENERAL TERMS OF BUSINESS

## FOR THE ONLINE TICKET SHOP OF SALZBURG AG TOURISMUS ("GTB ONLINE TICKET SHOP SAGT")

Valid from: July 2021

### 1. Legal Scope

These General Terms of Business ("GTB Online Ticket Shop SAGT") are applicable to all electronic orders through the Online Ticket Shop operated by Salzburg AG Tourismus, FN 506391v, Festungsgasse 4a, 5020 Salzburg, Austria (hereinafter referred to in brief as "SAGT") placed by its customers (hereinafter referred to as "Purchaser") and thereby to all legal matters associated with the purchase of tickets through the Online Ticket Shop of SAGT. All references to persons within these GTB (e.g. "Purchaser") refer equally to women and men.

The contractual language is German. Purchase of a ticket indicates stipulation of the SAGT Fare Conditions and Conditions of Carriage. The Fare Conditions, Conditions of Carriage as well as the GTB Online Ticket Shop SAGT in their most current form may be accessed and downloaded at: <https://www.salzburg-bahnen.at/de/servicemenu/agb.html>

The Online Ticket Shop of SAGT references local time (Central European Time), to which all offers and departure times apply. That said, there might exist a discrepancy between said times and the time shown on the customer's own electronic device.

### 2. Conclusion of the Contract

The depiction of a ticket in the Online Ticket Shop does not represent a legally binding offer, but rather a non-binding online catalogue.

By clicking on the button "Place Order & Pay", the Purchaser submits a binding order. Upon completion of the payment transaction, the Purchaser receives an order confirmation sent to the email address provided during the ordering process, together with the ordered ticket and the associated invoice.

The ordered ticket as well as the invoice are available for download immediately after completion of the ordering process. By supplying the ticket, SAGT accepts the customer's order and a legal agreement is entered into between SAGT and the customer. The data of the customer and the contract are stored by SAGT for billing and contractual purposes.

If SAGT is unable to fulfil the customer's order, the customer will be notified to this effect by email.

### 3. Rescission

In accordance with § 1 (3) of the "Fern- und Auswärtsgeschäftegesetz" (FAGG), no rescission right exists for contracts involving the carriage of persons and consequently for any tickets purchased through the Online Ticket Shop of SAGT.

That said, the customer expressly acknowledges that, on the basis of the legal exception as cited above, no rescission right exists under the FAGG.

### 4. Prices and Payment Conditions

All prices in the Online Ticket Shop are in euros. The amount which the customer will pay reflects the total price as indicated in the shopping cart in euros. It includes, unless otherwise expressly indicated, all surcharges, taxes and duties. Austrian value added tax is likewise included in all prices.

The Purchaser must ensure that the shopping basket is current. After commencing the ordering process, the customer is shown a summary of his request. The system will accept and not make any alterations to the fares and reserved journeys contained therein for a period of 10 minutes, after which it will automatically release the reserved spaces and the customer will have to begin the ordering process again.

Payment for tickets ordered through the Online Ticket Shop of SAGT is either by credit card pursuant to entering required credit card information, or by PayPal. Credit card billing transactions are administered by hobex AG, FN 37265 b, Josef-Brandstätter-Straße 2b, 5020 Salzburg, as the payment service provider. Transmission of the customer's payment data to the payment service provider is SSL encrypted.

### 5. Delivery of the Online Tickets

Subsequent to successful payment for the tickets, the Online Ticket Shop will display the ticket to the customer in the form of a download link, which will also be sent to the email address provided by the customer during the ordering process. This involves the billing of no additional processing fees.

The tickets which have been purchased are transferrable.

The tickets ordered by the customer via the online ticket shop are solely conveyed electronically and must either be printed off in A4 format or stored on an electronic device by the customer until such time as their proper use.

### 6. Gift Vouchers

Gift vouchers purchased in the 2020/2021 season may be redeemed through 31.10.2025<sup>1</sup>, subject to offer availability.

If the offer covered by the gift voucher is removed from the product line during the validity period of the voucher, the customer may, at his discretion, either apply the value of the still-valid voucher to a different service offered within the scope of the tourism transportation services operated by SAGT or demand a refund.

Gift vouchers must be redeemed at the on-site ticket windows (SchafbergBahn = SchafbergBahn valley station; WolfgangseeSchiffahrt = local ticket windows in St. Gilgen, St. Wolfgang Markt or St. Wolfgang Schafbergbahn).<sup>2</sup>

Not redeemable for cash, separate redemption of individual services is excluded. The respectively applicable SAGT conditions of carriage for WolfgangseeSchiffahrt and the SchafbergBahn also apply to gift vouchers.

Salzburg AG Tourismus – a company of Salzburg AG

Place of business: Festungsgasse 4a, 5020 Salzburg, Austria, T +43/662/8884-0,  
tourismus@salzburg-ag.at, www.salzburg-bahnen.at, UID: ATU74058618

Disclosure as per §14 Austrian Commercial Code: limited liability company, Salzburg, Landesgericht Salzburg, corporate registry: FN 506391v

Banking information: Raiffeisenverband Salzburg eGen: IBAN: AT07 3500 0000 1606 7266, BIC: RVSAAT2S



<sup>1</sup> The time limitation for gift vouchers is dictated by planning necessities, the need to avoid absence of proof as well as forgery, and the risk associated with price increases.

<sup>2</sup> Gift vouchers are not valid as actual tickets.

Gift vouchers must be exchanged for a valid ticket prior to the journey in question at an on-site ticket window. Gift vouchers for SeeGourmet lake cruises, sunset excursions up the Schafberg as well as a "Night on the Schafberg" require timely advance reservations.

## 7. Obligations of the customer when purchasing online tickets

In all cases, the customer bears the responsibility for protecting his ticket against theft or unauthorized duplication.

Tickets may be printed out in A4 format or stored on a mobile electronic device. That said, the actual purchase process must have been completed prior to commencing the journey in question.

Documents printed out by the customer must be presented so that all information can be read and inspected fully and flawlessly. Within the framework of a ticket inspection, any tickets that cannot be read or inspected fully and flawlessly will be invalid. The valid online ticket must be clearly visible on the electronic display and the customer must ensure that the mobile device has an adequate power supply for the validity period of the ticket.

The validity of tickets is checked by means of ticket scans conducted at entrances to the respective attractions of Salzburg AG Tourismus. Customers may only pass through the checkpoint with a valid ticket.

## 8. Refund, Cancellation and Rebooking of Tickets

### > a. Refund of a ticket

No refund is given for a ticket that is not used, only partially used or lost. If transportation does not occur due to reasons attributable to SAGT, the paid ticket price will be refunded in full.

If transportation is not provided due to reasons attributable to the passenger, the passenger has no right to receive a refund.

### > b. Cancellation of a ticket

Tickets purchased online, which have not yet been used, may be canceled up to 3 days prior to the scheduled date of transportation (as per the date and time of day stipulated on the ticket) either by email (info@salzburg-bahnen.at) or in person at ticket windows during regular hours of business. The ticket price minus a € 5.00 service charge per ticket will then be refunded.

### > c. Rebooking tickets on site

Tickets purchased online may be rebooked up to 20 minutes prior to commencement of the journey in question (as per the date and time of day stipulated on the ticket) on site or up to 48 hours prior to commencement of the journey in question (as per the date and time of day stipulated on the ticket) by telephoning Guest Services at +43 662 / 8884 9700. The new ticket must be picked up from the ticket window in question no later than 20 minutes prior to scheduled departure. During the regular opening times of staffed SAGT ticket windows, the customer has the opportunity to change the date and time of departure subject to availability. Furthermore, rebooking terminals are available where the customer can independently change the time, though not the date of departure subject to availability. Less than 20 minutes prior to departure (as per the date and time of day stipulated on the ticket), no further rebooking is possible.

## 9. Liability

Insofar as inaccurate data pertaining to the customer is entered whilst purchasing a ticket through the Online Ticket Shop, the customer is liable for any resultant damages. Should the customer provide inaccurate data with premeditation or improper intent, SAGT will permanently bar the customer from using the function in future.

SAGT assumes no liability whatsoever for the uninterrupted availability of the Online Ticket Shop and functionality therein. Should the Online Ticket Shop be temporarily unavailable for any reasons whatsoever, the customer shall not be able to exercise any liability claims with respect to SAGT. This also applies to necessary waiting periods.

Each contractual party is liable with respect to the other according to generally applicable laws of tort. If an incidence of culpability arises within the scope thereof, with the exception of personal damages, liability is only assumed due to premeditation or gross negligence. In the event of liability on the part of Salzburg AG due to gross negligence, liability is restricted – insofar as legally permissible – to immediate damages. The liability of Salzburg AG for consequential damages, loss of earnings and intermediate damages is, insofar as legally permissible, excluded.

This liability disclaimer does not apply to consumers as defined in KSchG.

SAGT accepts no liability for viruses, intrusions, hacking or other disruptions affecting safety or security caused by third parties.

## 10. Data Privacy

All information contained in the agreement at hand is processed by SAGT, for internal administrative purposes, with the assistance of automated means and in-house IT infrastructure. All data compiled by SAGT are processed exclusively within the scope of currently applicable data privacy statutes and consistent with the SAGT Data Privacy Policy.

## 11. Concluding Provisions

- > a. Provisions which deviate from or amend these GTB are only valid if they have been confirmed by SAGT. Side agreements and contractual changes must be in written form.
- > b. In the event that individual provisions be declared null or void, this shall in no way affect the validity of the remaining GTB. With respect to businesses only, the invalidated provision will be replaced by a valid provision which most closely approximates the original commercial purpose and intent. The same also applies in the event of a contractual loophole which needs to be closed.
- > c. This agreement is subject exclusively to Austrian law under exclusion of international legal reference norms as well as the UN Convention on Contracts for the International Sale of Goods (CISG).
- > d. With respect to agreements with businesses, sole jurisdiction is stipulated as the court in the town of Wels, Austria, with subject-matter jurisdiction.
- > e. Consumers have the opportunity to submit complaints to the online dispute resolution platform established by the EU: <http://ec.europa.eu>. Customers who are also consumers may also lodge a complaint directly with SAGT by sending an email to the following email address: info@salzburg-bahnen.at