

Version dated 27.11.2020

**General Terms & Conditions of Business
Bodensee-Vorarlberg Freizeitkarte (Leisure Card)**

It is agreed that the below conditions shall apply to the issuance and use of the Bodensee-Vorarlberg Freizeitkarte (Leisure Card), hereafter known as BVFK:

1. Service content:

Upon purchasing the BVFK, the purchaser (BVFK holder) is entitled to use the services of the service partners set out in the Compact Folder. A direct contract is in place only between the BVFK holder and the service partner.

The included services cover the entitlement to make use of the respective service already paid for with the purchase of the BVFK.

Bonus services entitle the holder to a reduction on the fee payable for the respective service of the service partner being used.

2. Scope of service/Liability:

All service partners undertake to make available to the BVFK holders, in terms both of scope and time, the services labelled as BVFK services to their full extent during the promotion period in question, in line with their usual business hours and general terms & conditions of carriage and business. Bonus partners are subject to the best-price guarantee for individual customers.

Restrictions on taking up services under the BVFK may generally be derived from the operating hours of individual BVFK partner businesses that do not cover the entire BVFK promotion period, due in particular to meteorological conditions. Additionally, limitations may arise due to circumstances in the operating company (e.g. technical faults) and blocking periods – defined by one usage per day and per service partner. The published opening times and conditions of use in the Compact Folder, and according to the annex with the service partner, shall be the basis for the given service, but shall not be binding.

Bodensee-Vorarlberg Tourismus GmbH

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Bodensee-Vorarlberg Tourismus GmbH reserves the right to terminate the agreement with individual BVFK partner companies and bonus partners for good reason at any time, even during the promotion period, without having to provide the BVFK holder with any compensation for this lost opportunity to make use of the services offered. In particular, Bodensee-Vorarlberg Tourismus GmbH accepts no liability of any kind for any damage suffered by the BVFK holder in connection with using the services. Upon using the services offered under the BVFK, the BVFK holder only becomes the contractual partner of the BVFK partner company, to the extent that claims of any kind may be enforced exclusively against the service partner in question.

3. Particular restrictions of individual companies:

- Vorarlberg-Lines: 10 % price reduction for the tour of Bregenz bay and the three country panoramic cruise.
- Laterns summer toboggan run and cable car: 10 – 20 % price reduction on the ride.
- Boat Hire Bregenz and Boat Hire Hard: 10 % price reduction on pedal boat or electric boat ride.
- Bicycle Hire Dornbirn: 20 % price reduction on rented bike
- Bicycle Hire Bregenz: 10 % price reduction on rented bike
- K1 climbing hall: Reduced ticket according to price list on www.k1-dornbirn.at
- Saumarkt Theatre: 10 % price reduction on regular entrance fees.
- Poolbar-festival Feldkirch: 20 % price reduction on tickets at the evening box office.
- Surfmax: 10 % price reduction on rental of SUP, canoe, kayak and outrigger canoe (one hour for free for windsurf basic course or trial course).

The BVFK is a leisure card and the services included on it can be used for free once a day for each service partner, with a set blocking time of 00:00. Repeated use with a single partner several times on the same day is not permitted.

4. Validity conditions:

The BVFK card is issued in the name of the holder, is non-transferable and applies only in conjunction with a valid form of photographic ID. The services connected to the BVFK may therefore be used only by the named purchaser within the period of validity of the BVFK (promotion period). The BVFK is valid for one, two or three consecutive calendar days (valid from the date of issuance).

5. Use:

In order to claim the services included, the BVFK holder must present his or her card with the BVFK barcode so that its validity and the holder's identity may be verified by the BVFK partner company with a terminal or by simple visual inspection.

In order to claim the bonus services, the BVFK holder must present his or her card with the BVFK barcode so that its validity and the holder's identity may be verified by simple visual inspection. The BVFK holder is required to present a valid form of photographic ID upon request. If he or she is unable to do so, free entry to the BVFK partner companies and/or price reduction with the bonus partners may be refused.

6. Misuse:

In the event of misuse or the suspicion of misuse, the BVFK partner companies are entitled and required to confiscate the card without any replacement. The BVFK may not be transferred to third parties – to do so may result in criminal proceedings.

7. Prices and reductions for children:

The prices set out in the Compact Folder (inclusive of value-added tax) are valid for children and adults (one-day card €16.00 or €8.00, two-day card €25.00 or €12.50 and three-day card €32.00 or €16.00). Children under the age of five are exempt from paying entrance fees. Children and young people up to the age of 15 are entitled to the reduced tariff.

8. Theft/loss:

If the BVFK is lost or stolen, the purchaser may report this on +43 (5574) 43443-0. Bodensee-Vorarlberg Tourismus GmbH accepts no liability in the event of the theft or loss of the BVFK.

9. Applicable law and place of jurisdiction:

Austrian law is exclusively applicable to all contractual relationships.

The sole place of jurisdiction is the court legally responsible for Bregenz.

10. Data protection declaration:

When the BVFK is issued, personal data are processed; the BVFK holder consented to this by purchasing the BVFK. The data notified are used to develop and process the BVFK. The BVFK holder agrees that his or her data may be collected and saved on electronic data carriers for the

purposes of bookkeeping, contractual fulfilment, etc. Personal data will be passed on to third parties without the consent of the client only in the event of urgent legal requirements or to the extent necessary for the use of the BVFK. Amongst other things, the data may be transferred to the relevant service partners in order to fulfil their service provision or used for statistical and administrative purposes.

Bodensee-Vorarlberg Tourismus GmbH takes organisational, contractual and technical security measures, corresponding to the state of the art, to ensure that the requirements of the data protection laws are complied with and that the processed data are protected from any accidental or intentional manipulation, loss, destruction and from access by unauthorised persons.

After the end of the card usage period, these data are blocked from further use and deleted after the retention periods laid down in taxation and commercial law, unless the BVFK holder has expressly agreed for his or her data to be further used or Bodensee-Vorarlberg Tourismus GmbH reserves the right to a more extensive use of these data that is legally permissible and of which the BVFK holder is informed below. The client account may be deleted at any time by sending a message to the email address datenschutz@bodensee-vorarlberg.com.

The BVFK holder is entitled to receive information free of charge concerning saved data regarding his or her person and to amend incorrect data, withdraw permissions or to transfer, block or delete these data. In the event of any questions concerning the collection, processing or use of personal data, of information requests, amendments, transfer, blocking or deletion of data and the withdrawal of permissions granted or objection to a particular kind of data use, the BVFK holder may contact Bodensee-Vorarlberg Tourismus GmbH directly, using the contact data in the legal notice of the folder.

If the BVFK holder believes that the processing of his or her data infringes the data protection law or that his or her data protection rights are being infringed in any other way, he or she is entitled to complain to the data protection authority as supervisory authority.

Further details are available in the data protection notice on the homepage www.bodensee-vorarlberg.com/en/datenschutz.