

General terms and conditions concerning the WildschönauCard

The following terms and conditions are explicitly agreed regarding the issue and use of the WildschönauCard.

Definition:

All guests spending night(s) in the Wildschönau Valley and duly registered in accordance with the Austrian registering law (österreichisches Meldegesetz) receive their WildschönauCard free of charge and valid for the duration of their stay, which is issued in their accommodation or by the Wildschönau Tourist Office respectively. The services included are defined in the Card brochure.

Specifications/exclusion of liability

All services listed in the WildschönauCard brochure have committed themselves to provide WildschönauCard holders with the full quantitative and the period of services accounted for in this brochure taking into consideration their own terms of transportation and terms and conditions and in accordance with their business hours. WildschönauCard holders acknowledge that the operating times of some of the services partners can vary depending on weather and the season and may not cover the entire Card season. Services offered by some partners can, due to capacity limitations, entail waiting times. WildschönauCard holders agree to the service partners published operating times, possible admission restrictions and any references regarding capacity limits. They agree to forego any claims should the service partner through no fault of their own not or only partially deliver the stated services due to operational reasons. The service partners are only liable for acts of gross negligence or intent not however for acts of minor negligence. Furthermore no responsibility is taken for articles of clothing or items of value. WildschönauCard holders also take note that the Wildschönau Tourist Board is entitled to terminate their agreements with individual service partners during the season where deemed necessary. Consequently no claims regardless of their nature can be put forward.

Terms of issue

The accommodation provider is obliged to inform their guests – regardless of the duration of their stay about the WildschönauCard. Each guest is issued a WildschönauCard covering the duration of their stay. The following conditions regarding in particular the issue and use of the WildschönauCard apply.

Non transferability/loss

The WildschönauCard is non transferable. On demand a valid photo ID must be presented. The WildschönauCard is only allowed to be used by the person whose name is printed or written on it. No refund can be awarded on non-utilization of the WildschönauCard. Loss of a card is to be reported immediately to the accommodation provider. Following the issue of a new card the lost card becomes invalid with immediate effect.

Validity

The summer season card is valid from May till October. The WildschönauCard is valid within these dates from the day of arrival to and including the date of departure. The holders first and surname and the duration of their stay must be clearly entered on the card. Upon expiry of the date limit the card automatically loses its validity.

Use of

So as to benefit from the advantages offered the holder must produce his WildschönauCard. The card is validated by the respective service partner either with a card reader or by a simple visual check and noting down of the card number and card holder's name. On demand the card holder is bound to present a valid photo ID otherwise free or reduced service can be denied. In case of damage or a technical default the accommodation provider will replace the card.

Abuse

In the event of abuse or the suspicion of abuse the service partner is entitled and obliged to withhold the card without replacement. Abuse or the reasonable suspicion of abuse will be reported to the police. The card holder will be held responsible for card abuse by a third party.

The Wildschönau Tourist Board liability exclusion

All WildschönauCard holders acknowledge that the Wildschönau Tourist Board is merely responsible for the handling of payments between card holders and service partners. A contract exists only between card holders and the respective service partners. All WildschönauCard holders refrain from any warranty or compensation claims towards the Wildschönau Tourist Board regardless of whether in the eventuality of damage this can be regarded as a failure on the service partners' part. The Wildschönau Tourist Board cannot be held responsible or liable for any damage or claim as they are not the service partner. Equally

card holders cannot claim damages from the Wildschönau Tourist Board in the eventuality that services offered by service partners stated in the brochure have not been properly or entirely fulfilled.

Court of Jurisdiction

The Rattenberg court of jurisdiction is responsible for any dispute settlements or respectively any warranty or compensation claims regarding the WildschönauCard. The exclusive enforcement of Austrian law as stipulated is agreed.

Data protection

With the use of the WildschönauCard the holder agrees to his address data being used for Wildschönau Tourist Board marketing purposes only. Revocation of this agreement is possible at any given time. The data available to the Wildschönau Tourist Board will not be passed on to any third party.