

GENERAL TERMS AND CONDITIONS FOR GUESTS of

**TVB Tiroler Oberland
Kirchplatz 48
6531 Ried im Oberinntal**

Erlebnisraum Nauders
Nauders 66, 6543 Nauders

Erlebnisraum Tiroler Oberland
Kirchplatz 48, 6531 Ried

Erlebnisraum Kaunertal
Feichten 134, 6524 Kaunertal

1. General Remarks; Scope of the GTC and Subject Matter

- 1.1. The TVB Tiroler Oberland (hereinafter referred to as "TVB") refers private individuals and/or companies (hereinafter referred to as "guest" or "guests") as an intermediary to companies being members of the TVB (hereinafter referred to as "Company" or "Companies") who offer services in the field of accommodation and leisure activities as well as related or associated services and products.
- 1.2. The service within the meaning of point 1.1 extends exclusively to the operation of an enquiry system (platform on the TVB's website www.nauders.com, www.tiroler-oberland.com, www.kaunertal.com, in short "platform"), on which the Companies make their offers publicly accessible through the TVB and potentially interested guests de-posit their enquiries including (personal) data for forwarding to the Companies. The services of the TVB are deemed to have been provided in full once the guest's data has been forwarded to the requested Company. The TVB does not provide any further services.
- 1.3. The TVB's services are provided to the guest free of charge.
- 1.4. Business relations between the TVB and the guest shall be governed exclusively by these General Agency Terms and Conditions (hereinafter referred to as "GTC") in the version published on the platform at the time of the enquiry.
- 1.5. However, these GTC do not apply to the legal relationships between the Companies and the guest. These legal relationships are governed exclusively by the terms and conditions that the guest agrees with the respective Company. The TVB is not a party to any agreement between the guest and the Company.

Tourismusverband Tiroler Oberland

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- 1.6. These GTC also do not apply to the legal relationship between the TVB and the Companies.
- 1.7. Provisions deviating from these GTC shall only apply if expressly agreed in writing between the TVB and the guest. Conflicting terms and conditions of the guest shall have no effect between these two parties.

2. Conclusion of contract with a Company

- 2.1. The offers for accommodation and leisure services published on the platform and their prices do not constitute binding offers from the Companies. Likewise, completion of the enquiry system by the guest does not constitute a binding offer to conclude a contract.
- 2.2. The contract between the Company and the guest must be concluded separately. Establishments may use their own terms and conditions as the basis for concluding a contract. After forwarding the guest's contact details to the Company, it is generally the responsibility of the Company to provide the guest with an offer on its terms and conditions and to conclude a contract with the guest.
- 2.3. The TVB does not guarantee or warrant to the guest that a contract will actually be concluded with a Company. Both the guest and the Companies are free to conclude contracts with each other or to reject offers to conclude a contract.

3. Limitation of Liability

- 3.1. The TVB does not assume liability for any specific availability of its enquiry system on the platform or for any damage, including consequential damage, resulting from a lack of availability or errors on the platform.
- 3.2. As an intermediary, the TVB is not liable for the behavior of the Company or the guest during the enquiry process. The TVB is also not liable for a certain condition of the accommodation premises or the services of the Company.
- 3.3. The TVB therefore assumes no liability for price information or other data, statements and photos on the platform provided by the respective Company. The Companies are responsible for the accuracy of the information on the platform. The TVB does not check the accuracy of the content.
- 3.4. The TVB is only liable if it is at fault in its duty regarding selection of Companies, i.e. if it has, with knowledge or negligent ignorance, brokered a Company that is not authorized to provide accommodation or fulfil certain services in the area of leisure activities or an otherwise incompetent company and this fault in selection is causal for damage to the guest.

- 3.5. Exclusions of liability in accordance with these GTC shall not apply to damage caused by intent or gross negligence on the part of the TVB. The TVB is also liable for personal injury caused by slight negligence.
- 3.6. Irrespective of fault, the TVB is not liable for loss of profit, pure financial loss and consequential damage.

4. Privacy

- 4.1. The TVB is committed to comprehensive data protection and only processes guests' personal data in a lawful manner.
- 4.2. Further information on the use of personal data can be found on our website at (www.nauders.com/en/Service/Data-Protection, www.tiroler-oberland.com/en/Service/Data-Protection, www.kaunertal.com/en/Service/Data-Protection).

5. Miscellaneous

- 5.1. There are no verbal side agreements to these GTCs. Additional agreements of any kind whatsoever, amendments or supplements must be made in writing to be effective. This also applies to any waiver of this written form requirement.
- 5.2. All disputes arising from legal relationships based on these GTC shall be governed by Austrian substantive law to the exclusion of Austrian private international law.
- 5.3. If the guest is an entrepreneur (regardless of the seat of his/her business), or if he/she is a consumer residing outside the area of application of the Brussels Ia Regulation or the Lugano Convention (i.e. all countries with the exception of the EU member states, Switzerland, Norway and Iceland), the court with subject-matter and local jurisdiction at the seat of the TVB shall have exclusive jurisdiction for all legal disputes arising from or in connection with these GTC and/or contracts between the TVB and the guest for the provision of accommodation and leisure services.
- 5.4. If the guest is a consumer domiciled within the EU or within the scope of the Lugano Convention, the statutory provisions on jurisdiction shall apply.
- 5.5. All rights and obligations arising from these GTC shall be transferred to any legal successors of the TVB.