

## **AGB Flexi PASS**

### **TERMS & CONDITIONS**

The following terms & conditions regulate the contractual relationship between the Flexi PASS holder and VPG Vienna Pass GmbH, Austrian company registry no. 417570 z. By purchasing a Flexi PASS, the customer accepts these terms & conditions.

The Flexi PASS holder recognises that while visiting the attractions they are solely a contractual partner of the operator of the attraction in question and that only the terms & conditions applying to that attraction are relevant in connection to the attraction.

To clarify, these terms & conditions only regulate the contractual relationship between VPG Vienna Pass GmbH and the Flexi PASS holder with regard to the Flexi PASS.

The attractions included in the Flexi PASS and the operator of the HOP ON HOP OFF buses are hereinafter referred to as "**contractual partners**" of VPG Vienna Pass GmbH.

#### **1 Conclusion of the contract**

By accepting these terms & conditions, the customer confirms that the contract with VPG Vienna Pass GmbH cannot be cancelled except where mandatory under the Austrian Consumer Protection Act (KSchG).

#### **2 The Flexi PASS.**

The Flexi PASS is a barcode card that, against a one-time payment, entitles the card holder to 3, 4 or 5 free admissions out of the attractions and offers listed in the Flexi PASS booklet within the duration of 30 calendar days, starting from the first visit. Every attraction or offer can be visited or used only once.

#### **3 Card holder**

The card holder is the person to whom the Flexi PASS was issued. The card holder must date the Flexi PASS with the first date of use. The card is non-personal and therefore transferable.

#### **4 Flexi PASS booklet**

The Flexi PASS booklet is produced by VPG Vienna Pass GmbH and enclosed with the Flexi PASS. The Flexi PASS booklet lists all attractions and other services included in the Flexi PASS, including contact and opening hours.

This information is provided to the best of our knowledge. However, VPG Vienna Pass GmbH cannot guarantee the correctness and completeness of the

information, as changes to the opening hours, in particular, may occur on short notice. Flexi PASS holders are urged to verify the currentness of the information on the websites of the contractual partners.

## **5 Rights and duties of the card holder**

The card holder must date the Flexi PASS, otherwise, the Flexi PASS will not be valid.

During the validity period of the Flexi PASS, the card holder may use the services as listed in the Flexi PASS booklet. The card holder must produce a valid official photo ID if asked to by a contractual partner.

The customer is not entitled to any reimbursement for unused or not consumed services or for attractions being closed during the validity period of their pass.

The cardholder is obliged to store the Flexi PASS carefully.

## **6 Liability**

VPG Vienna Pass GmbH shall not be liable for any deficiencies, damages, losses, or non-provision of services by individual contractual partners. Any complaints and claims the cardholder may have regarding the use of the services of a contractual partner can therefore only be raised against the relevant contractual partner of VPG Vienna Pass GmbH. In such a case, the terms & conditions of the relevant contractual partner of VPG Vienna Pass GmbH shall apply. Where claims are not subject to the disposition of the parties and/or there is a liability of VPG Vienna Pass GmbH towards the cardholder, the liability of VPG Vienna Pass GmbH shall be limited to a maximum of 50% of the actual price paid for the Flexi PASS.

## **7 Period of validity**

Depending on the chosen pass type, the Flexi PASS is valid for 3, 4 or 5 visits. The number of free visits is printed on the front of the pass. The Flexi PASS is valid for 30 consecutive calendar days. This validity period will be printed on the Flexi PASS. The Flexi PASS must be redeemed within one year of its purchase or during the validity period printed on the card; thereafter, the card shall no longer be valid. If the contract between VPG Vienna Pass GmbH and a contractual partner of the operator of an attraction is terminated, the Flexi PASS shall no longer be valid for that attraction.

## **8 Loss of the card**

In case of loss of an unused Flexi PASS, VPG Vienna Pass GmbH must be notified immediately. We strongly recommend making the notification in writing as proof of notification. After receiving proof of identity, the lost card will be blocked to prevent misuse. A replacement card will be issued to the cardholder against payment of a processing fee of €10.50. Every cardholder must store their Flexi PASS in such a way that it cannot be accessed by third parties. If the cardholder

forgets the card, they shall not be admitted and no reimbursement shall be made.

## **9 Privacy and data protection**

VPG Vienna Pass GmbH processes the cardholder's personal data received (in particular: full name, address, and the type, date, time and scope of services received), hereinafter referred to as "data", and the data obtained during the use of the Flexi PASS. By purchasing the Flexi PASS, the cardholder agrees that these data may also be used by VPG Vienna Pass GmbH and its contractual partners for tourism-related evaluations and for the development and optimisation of the Flexi PASS. At any time, the cardholder may withdraw this consent without giving any reason by contacting VPG Vienna Pass GmbH. The data shall not be disclosed to third parties.

## **10 Place of performance and jurisdiction**

The place of performance and place of jurisdiction is Vienna. Austrian law shall exclusively apply subject to conflict of law rules of the Austrian IPRG Act, the Convention on the Law Applicable to Contractual Obligation, and the stipulations of the UN Convention on Contracts for the International Sale of Goods (CISG).

## **11. Miscellaneous**

Additional agreements shall only be valid in writing.

## **12. Special provisions for online purchases**

Items 1 through 11 shall also apply to online purchases. The following additional provisions shall apply:

**12.1.)** The purpose of the website [viennasightseeng.at](http://viennasightseeng.at) is the sale of the Flexi PASS.

**12.2.)** An online purchase can only be made with a valid credit card.

**12.3.)** Personal data required for purchases or enquiries, such as name, phone number, fax number or e-mail address, will only be used for the abovementioned purposes and will not be disclosed to third parties.

**12.4)** A service fee of €10.50 per order is charged for any retroactive changes to orders placed via [www.viennasightseeing.at](http://www.viennasightseeing.at) that need to be made by the customer service centre.

**12.5.) Provisions of the Austrian Consumer Protection Act (KSchG):** The provisions of Art 5a ff. KSchG apply to **distance contracts**, i.e. contracts that are concluded exclusively by **means of distance communication** without requiring the simultaneous physical presence of the contracting parties (Art. 5a KSchG). The provisions of Art. 5c (1) and (2) KSchG are, however, **not** applicable to contracts related to leisure activities if the entrepreneur commits to

providing the services at a certain time or within a clearly defined period of time at the time the contract is concluded (**leisure services**). Due to the fact that VPG Vienna Pass GmbH generally acts towards consumers as a leisure service provider under Art. 5c (4) (2) KSchG, the provisions of Art 5c (1) and (2) KSchG in favour of consumers of standardised duties are **not applicable**. In the event that VPG Vienna Pass GmbH provides a service that is **not** a leisure service under Art. 5c (4) (2) KSchG, the compulsory provisions of the Austrian Consumer Protection Act (KSchG), particularly those in Art. 5a ff. KSchG, shall apply to any transactions that are governed by the Austrian Consumer Protection Act (KSchG). Consumers are expressly informed under the terms of KSchG of their **right of withdrawal** pursuant to Art. 5e KSchG, under which consumers may withdraw from a distance contract or a declaration of intent given at a distance within **7 working days** after receipt of the ordered goods or after concluding a contract for the provision of **services** without giving any reasons. However, the right of withdrawal **does not apply** to service contracts if the entrepreneur has begun the performance of the service in accordance with agreement within 7 working days of the conclusion of the contract (Art. 5f KSchG). In the event that the consumer exercises their right of withdrawal under the provisions of the Austrian Consumer Protection Act, it is understood that the consumer shall pay a reasonable fee for use or depreciation and the cost of returning the product.