

GENERAL TERMS & CONDITIONS

OF SALZBURG AG TOURISMUS GMBH ("TERMS SAGT")

Valid from: July 2022

1. Tickets purchased on location

1.1. Scope

Tickets which are purchased on location are subject to the fare conditions and conditions of carriage currently applicable to the attraction in question. The respective fare conditions and conditions of carriage of SAGT in their most current form are available and downloadable at: <https://www.5schaetze.at/de/servicemenu/agb.html>

2. Online Ticket Shop

2.1. Scope

The General Terms & Conditions for the Online Ticket Shop ("Terms SAGT Online Ticket Shop") apply to all electronic orders from the Online Ticket Shop operated by Salzburg AG Tourismus GmbH, FN265727a, Markt 35, 5360 St. Wolfgang, Austria (hereinafter referred to in brief as "SAGT") completed by its customers (hereinafter referred to as "Purchaser" or "Customer") and thus to all legal matters associated with ticket purchases from the SAGT Online Ticket Shop. The designations used within these Terms (e.g. "Purchaser" or "Customer") are intended to comprise both women and men to an equal extent.

The contractual language is German. Purchase of a ticket constitutes stipulation of the fare conditions and conditions of carriage of SAGT. The Terms SAGT Online Ticket Shop in their most current form are available and downloadable at: <https://www.5schaetze.at/de/servicemenu/agb.html>

The SAGT Online Ticket Shop references local time (Central European Time). Offers and departure times therefore correspond to the aforementioned. This may result in disparities with times which are shown on the electronic device used by the Customer.

2.2. Conclusion of the Contract

Presentation of the tickets in the Online Ticket Shop does not constitute a legally binding offer, but rather a nonbinding online catalogue.

By clicking on the button "Complete Purchase & Pay", the Purchaser submits a binding order. Upon completion of the payment procedure, the Customer will receive an order confirmation, the ordered ticket as well as the associated invoice sent to the email address provided during the ordering process.

The ordered ticket as well as the invoice will also be available for immediate download upon completion of the ordering process. By providing the ticket, SAGT indicates its acceptance of the Customer's order, and the legally valid contract between SAGT and the Customer comes into effect. The Customer and contractual data will be stored by SAGT for billing purposes and contract documentation.

Should SAGT be unable to fulfil the Customer's order, the Customer will be notified to that effect by email.

2.3. Rescission

Consistent with § 1 (3) in connection with § 8 of the Remote and External Business Act ("FAGG"), there exists no rescission right for contracts pertaining to the conveyance of persons and thus the purchase of tickets from the SAGT Online Ticket Shop.

The Customer expressly acknowledges that, due to the legal exception as set forth above, they enjoy no rescission right consistent with the FAGG.

2.4. Prices and Payment Conditions

All prices in the SAGT Online Ticket Shop are quoted in euros. The amount which the Customer is required to pay reflects the total price in euros as shown in the shopping basket. It includes, insofar as not otherwise expressly stipulated, all surcharges, taxes and duties. All prices include the applicable Austrian Value Added Tax.

The Customer shall ensure that the shopping basket as displayed is up to date. Upon initiation of the ordering process, the Customer will be shown a summary of their request. The prices and reserved rides contained therein will be accepted without changes for a period of 10 minutes. Thereafter, the system will automatically release the reserved places and the Customer must begin the ordering process anew.

Payment for tickets which have been ordered in the SAGT Online Ticket Shop is made by means of credit card by entering the requested credit card information, or by means of PayPal. Credit card payments are processed 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.

2.5. Delivery of the Online Tickets

After having successfully paid for the ticket, the SAGT Online Ticket Shop will display a link to the Customer where the online ticket may be downloaded. Simultaneously, the download link will be sent to the email address which the Customer had provided during the ordering process. No additional processing fee will be charged for this. The purchased tickets are transferrable.

That said, the tickets ordered by the Customer through the SAGT Online Ticket Shop are delivered solely in electronic form. In order to use these tickets, the Customer must either print them out in A4 format or store them on their own electronic device.

2.6. Gift Vouchers

Gift vouchers purchased in the 2021/2022 season may be redeemed until 31.10.2026¹, subject to availability of the offers in question.

Should the offer pertaining to the gift voucher be removed from the product selection during the validity period of the gift voucher, the value of the still-valid gift voucher may be applied to different tourist transportation services provided under the auspices of SAGT, or the Customer may request a refund.

Gift vouchers must be redeemed at the on-location ticket windows (SchafbergBahn cog railway = SchafbergBahn valley station; WolfgangseeSchifffahrt ferries = ticket booths in St. Gilgen, St. Wolfgang Markt or St. Wolfgang Schafbergbahn).²

Redemption for cash as well as separate redemption of individual services are excluded. The currently valid SAGT conditions of carriage for the WolfgangseeSchifffahrt ferries and SchafbergBahn cog railway also apply to gift vouchers.

¹ The time restrictions which pertain to gift vouchers are due to exigencies of long-term planning, in order to preserve documentation, to avoid forgery, and mitigate the risks of price increases.

² Gift vouchers are not valid as tickets.

Gift vouchers must be exchanged for valid tickets at the on-site ticket office prior to commencing the journey. Redemption of gift vouchers for the LakeGourmet Cruises, Sunset Rides on the Schafberg as well as "A Night on the Schafberg" require reservations well in advance.

2.7. Obligations of the Customer when purchasing online tickets

In all circumstances, the Customer bears responsibility for the safekeeping of their ticket from theft as well as unauthorized duplication.

The tickets may be printed out in A4 format or stored on an electronic mobile device. The purchase process must have been concluded prior to commencement of the journey.

The documents which have been printed out by the Customer must be presented in such a way that all information can be read and verified. In the event of a ticket inspection, any tickets which are incomplete or not fully legible or verifiable will be invalid. On electronic displays, the valid online ticket must be clearly visible and the Customer must ensure that the mobile electronic device is adequately charged for the validity period of the ticket.

The validity of tickets is determined by scanning the ticket in the course of entrance inspections conducted at the various attractions operated by Salzburg AG Tourismus GmbH. Entrance is only permitted with a valid ticket.

2.8. Refunds, cancelation and rebooking of tickets purchased online

› a. Refund of a ticket

No compensation will be given for a ticket which has either not been used or only used in part, or which has been lost. If transportation is not provided due to reasons attributable to SAGT, the price of the ticket payment will be refunded in full.

If transportation is not provided due to reasons attributable to the passenger, the passenger shall have no entitlement to a refund.

› b. Cancelation of a ticket

Tickets purchased online, which have not yet been used, may be canceled up to 3 days prior to the scheduled journey (with the precise time and date as stated on the ticket) either by email (info@5schaetze.at) or in person at the ticket offices during regular opening hours. In that case, the full fare will be refunded minus a € 5.00 processing fee per ticket.

› c. Rebooking a ticket on location

Tickets purchased online may be rebooked up to 20 minutes prior to travel commencement (as determined by the time and date of departure shown on the ticket) on location or up to 48 hours prior to travel commencement (as determined by the time and date of departure shown on the ticket) by telephone call to our Guest Services office at +43 662 / 8884 9700. The new ticket must be picked up from the ticket office in question by no later than 20 minutes prior to the scheduled departure time. During opening hours, at the staffed SAGT ticket windows passengers have the opportunity to change the time and date of departure subject to availability. Furthermore, rebooking terminals are also available where the Customer may change the time, though not the date of departure. Within 20 minutes of departure (as determined by the time and date of departure shown on the ticket), rebookings are no longer possible.

› d. Refunds/cancelation/rebooking of themed trips (gourmet excursions, etc.)

Tickets purchased online for themed excursions may not be refunded, canceled or rebooked.

2.9. Liability

Insofar as damages are incurred due to information which the Customer has entered incorrectly whilst purchasing a ticket from the SAGT Online Ticket Shop, the Customer shall be liable for the aforementioned damages. If the Customer enters inaccurate data with either deliberate or improper intent, SAGT is entitled to permanently deny the Customer use of this function.

SAGT accepts no liability for the uninterrupted availability and/or functionality of its Online Ticket Shop. Should the SAGT Online Ticket Shop be temporarily unavailable for any reasons whatsoever, this shall not constitute grounds for a liability claim against SAGT on the part of the Customer. The aforementioned also applies to periods of required maintenance.

Each contractual party is mutually responsible for complying with general rules of tort. Insofar as, in accordance with these, liability for fault, with the exception of personal injury liability, shall only exist in the event of premeditation or gross negligence. In the event of liability on the part of SAGT due to gross negligence, the liability – insofar as allowable by law – is restricted to immediate damages. The liability of SAGT for consequential damages, loss of earnings and indirect damages is, insofar as allowable by law, excluded.

This liability disclaimer does not apply to consumers as defined in the Consumer Protection Act (KSchG).

The SAGT accepts no liability for viruses, intrusions, hacking or other breaches affecting security perpetrated by third parties.

2.10. Data Privacy

All information addressed in the contract at hand is processed by SAGT with the aid of automation for internal administrative purposes and stored on its own in-house electronic data processing systems. All data compiled by SAGT are processed exclusively within the framework of applicable data privacy regulations and consistent with the Data Privacy Policy of SAGT.

2.11. Concluding Provisions

- › a. Provisions which diverge or supplement these Terms are only valid if they are expressly confirmed by SAGT. Side agreements and contractual amendments must be in written form.
- › b. Should individual provisions be deemed null or void, this shall in no way affect the validity of the remaining provisions. The voided provision shall be replaced – only with respect to businesses – with a valid provision which most closely approximates the commercial sense and purpose of the voided provision in question. This also applies in the event of provisions which are deemed ambiguous or incomplete.
- › c. Austrian law shall be solely applicable under exclusion of reference norms of international private law and the United Nations Convention on Contracts.
- › d. The seat of jurisdiction for contracts entered into with businesses is stipulated as being solely the legally competent court for the city of Wels.
- › e. Consumers have the option to submit complaints to the online dispute resolution platform of the EU: <http://ec.europa.eu>. Customers who are also consumers may also submit their complaint with SAGT directly via the following email address: info@5schaetze.at

3. Special Excursions

3.1. Scope

These General Terms & Conditions (Terms SAGT Special Excursions) apply to all travel individually agreed upon by customers (e.g. corporate events or birthday/wedding celebrations) with the WolfgangseeSchiffahrt ferries as well as the SchafbergBahn cog railway operated by Salzburg AG Tourismus GmbH, FN 265727a, Markt 35, 5360 St. Wolfgang, Austria (hereinafter referred to in brief as “SAGT”).

These special excursions with ships in the WolfgangseeSchiffahrt ferry fleet or SchafbergBahn rolling stock, which may include, depending on the arrangements, foods and beverages provided by SAGT, take place outside the scope of regularly scheduled, generally accessible and publicly announced schedules and events programs of SAGT.

The respectively applicable SAGT conditions of carriage for the WolfgangseeSchiffahrt ferries and SchafbergBahn cog railways are also valid for special excursions.

The designations used within these Terms (e.g. “Purchaser” or “Customer”) are intended to comprise both women and men to an equal extent.

The contractual language is German. Upon transmission of the offer from SAGT to the Customer, these Terms are considered to have been stipulated and accepted.

3.2. Conclusion of the Contract

SAGT presents the Customer with an offer. The Customer has the option of accepting this offer in written form (by post, fax or email) within 14 days (in which case, the Customer shall also inform SAGT in writing about supplemental options pertaining to the special excursion – e.g. with respect to the ship, docking locations, duration as well as food & beverages – as detailed in the brochure accompanying the offer, or to reject said offer. Should the 14-day deadline expire without a response, the offer shall be deemed to have been withdrawn and invalidated by SAGT. A contract is concluded as soon as the order confirmation, which shows the total price for the special excursion, has been signed by both parties.

3.3. Rescission

a. Rescission by SAGT

SAGT is entitled to rescind the contract in the event that:

- › The Customer defaults upon their financial obligations;
- › SAGT becomes aware that the event organized by the Customer within the framework of the special excursion violates existing legal statutes, represents a disturbance of the peace or public safety, or may jeopardize the smooth course of business or the reputation of SAGT;
- › Due to any instance of force majeure or another circumstance for which SAGT bears no responsibility, SAGT is not in the position to provide the railway carriages/ships required for the special excursion;
- › Insolvency or settlement proceedings have been initiated against the assets of the Customer.

SAGT reserves the right to withdraw from the contract up to 8 (eight) weeks prior to commencement of the special excursion and to do so without citation of reasons. In such a circumstance, the SAGT may in no instance bill for expenses previously incurred or demand compensation.

In such a circumstance, SAGT has to promptly provide written notice of its intention to rescind the contract.

b. Rescission by the Customer

In the event of cancellation of the contract on the part of the Customer up to 8 (eight) weeks prior to commencement of the special excursion, no cancellation fee will be charged by SAGT.

Should the cancellation be made up to 4 (four) weeks prior to commencement of the special excursion, 50% of the stipulated price will be charged.

Should the cancellation be made up to 2 (two) weeks prior to commencement of the special excursion, 75% of the stipulated price will be charged.

Should the cancellation be made less than 2 (two) weeks prior to commencement of the special excursion, 100% of the stipulated price will be charged.

Furthermore, all costs and expenditures already accrued by SAGT shall be reimbursed.

3.4. Prices and Payment Conditions

All prices which are offered include value added tax and are valid until revoked. Complaints pertaining to invoiced services are only recognized within 14 days of invoice receipt.

An invoice containing the definitive price calculation will be issued subsequent to the special excursion with SAGT.

The account balance will be due within 14 (fourteen) days of the invoice date.

In the event of payment default, the customer will be assessed late-payment interest beginning upon the day after the due date (insofar as the Customer is a consumer consistent with the Consumer Protection Act (KSchG)) in the amount of up to 4 % above the prime rate as cited by the Austrian National Bank, or, insofar as the Customer is a business, in the amount stipulated by law.

The transfer of rights and obligations within the framework of this contract by the Customer to third parties requires the prior expressed consent of SAGT.

3.5. Liability

Each contractual party is liable to its counterpart in accordance with general statutes of tort. With respect to matters of liability due to culpability, SAGT shall be liable to the Customer, other than in cases of personal injury, only in the event of premeditation or gross negligence.

Liability on the part of SAGT for consequential damages, loss of earnings and indirect damages is, insofar as legally permissible, excluded. This liability disclaimer does not apply to consumers consistent with the KSchG.

SAGT accepts no liability for the personal property of visitors.

The Customer has no claim to services not cited in the order confirmation.

Within the framework of applicable legal provisions, the Customer is liable for all damages and consequential damages caused by them or persons charged or employed by them, by visitors or guests participating in their special excursion, regardless of who is at fault.

Within the framework of applicable legal provisions, the Customer is liable for all damages to the vehicle provided for the special excursion (ship/railway carriages), to the inventory and fitments, as well as for the loss of furnishings and technical items as provided.

In the event of loss, SAGT will be compensated for the replacement cost.

In the event of gross infringements of contractual agreements, in particular the failure to comply pursuant to a warning notification, SAGT is entitled to rescind the contract at any time. In all cases of contractual violation or illegitimate dissolution of contract, the Customer is liable to the full extent for the stipulated remuneration as well as any and all damages.

3.6. Insurance/ Official Permits

Liability insurance is held by SAGT for the operation of the WolfgangseeSchiffahrt ferries and the SchafbergBahn cog railway. The Customer is responsible for all supplemental insurance pertaining to the event as well as acquisition of official permits as may be required (e.g. due to regulations pertaining to special events). In this regard, the Customer will indemnify and hold harmless SAGT.

3.7. Number of Persons

Based upon the number of persons cited in the order confirmation, SAGT will make all catering preparations within the scope of the special excursion. The number of persons given by the Customer also serves (regardless of whether they actually participate in the special excursion) as the basis for calculating the final billing amount. The Customer is responsible for providing the correct number of participants. In the event that the quoted number of participants is exceeded, the additional costs (food & beverages, greater personnel requirements, etc.) will be borne by the Customer.

3.8. Concluding Provisions

- › a. Provisions which diverge or supplement these Terms are only valid if they are expressly confirmed by SAGT.
- › b. Side agreements and contractual amendments must be in written form.
- › c. Should individual provisions be deemed null or void, this shall in no way affect the validity of the remaining provisions of these Terms. The contractual parties agree to replace the voided provision with a valid provision which most closely approximates the commercial sense and purpose of the voided provision in question. This also applies in the event of provisions which are deemed ambiguous or incomplete.
- › d. Austrian law shall be solely applicable under exclusion of reference norms of international private law and the United Nations Convention on Contracts. The seat of jurisdiction is stipulated exclusively as the legally competent court for 5020 Salzburg.

4. Reservation and Cancellation Conditions

4.1. General

For groups of 10 or more as well as special guided tours of the WasserSpiegel, timely advance reservations are required. The reservation must be in writing, via email, fax or online.

4.2. Submission of the Reservation

The Customer must inform SAGT with respect to:

- › Date
- › Departure time (for the SchafbergBahn cog railway, also the time of the return ride) and route
- › Number of people
- › Contact person, contact address and telephone number

Pursuant to written confirmation of the aforementioned data by SAGT, there will exist a binding entitlement to conveyance.

Ticket fares will be provided upon request – however, this information is nonbinding, the applicable rates at the actual time conveyance is provided shall be determinative.

4.3. Rescission on the part of the Customer

a) If, subsequent to conclusion of the contract for conveyance,

- › the stipulated scope of conveyance, when viewed objectively, has changed in a way that is no longer reasonable with respect to the Customer, and/or
- › the originally cited ticket price has increased by more than 10%,

SAGT is required to notify the Customer at the earliest possible opportunity, whereupon the Customer may withdraw from the contract for conveyance free of obligation; this does not constitute grounds for damage claims against SAGT.

b) If the Customer does not make use of the stipulated services for other reasons, the following shall apply:

Group booking of 10 or more persons

- › free up to 4 weeks prior to the scheduled date of conveyance
- › free up to 2 weeks prior to the scheduled date of conveyance for up to 20 % of the total number of persons in the booking
- › 50 % up to 2 weeks prior to the scheduled date of conveyance for more than 20 % of the total number of persons in the booking
- › 50 % up to 48 hours prior to the scheduled time of conveyance
- › 100 % less than 48 hours prior to the scheduled time of conveyance, or in the event of no-show

Individual bookings and groups fewer than 10 persons

- › If the Customer rescinds the stipulated service no later than 1 calendar week prior to the booked departure time, no cancellation fee will be charged.
 - › If the Customer rescinds the stipulated service no later than 24 hours prior to the booked departure time (with the exception of heavy fog, snowfall and/or rain), a 10% cancellation fee will be charged.
 - › A one-time postponement of departure is possible free of charge up to 24 hours prior to the booked departure time. The new departure time will be confirmed by SAGT in writing.
 - › In all other instances of rescission, payment of the ticket price as quoted will be due in full.
- Without exception, notifications from SAGT must be in writing, via email or fax.

Themed Excursions (e.g. gourmet excursions, Pirate Ship)

Tickets for themed excursions (which take place on a specific date with a specific theme) are excluded from refunds, cancellations or rebookings.

4.4. Rescission on the part of SAGT

SAGT is released from contractual fulfilment if the provision of stipulated services becomes impossible due to force majeure. In such a circumstance, the Customer will be refunded the full ticket price to the extent already paid.

4.5. Prior to departure

Reserved tickets must be picked up from the SAGT ticket window no later than 30 minutes prior to the stipulated departure time. If this is not possible, in particular with respect to tour groups, SAGT must be informed about said circumstance in a timely fashion. If this notification is not provided, SAGT is entitled to reissue the reserved places to other customers who may be waiting; in such a case, however, it is possible to make use of the next possible departure time subject to available capacity. If the Customer does not take advantage of this offer for any reason whatsoever, this shall be regarded as a chargeable cancellation consistent with Pt. 3b (4).