

Terms of Use - Ötztal Inside Summer Card (Guest Card)

1 Scope of application:

Ötztal Tourismus acts as organizer of the "Ötztal Inside Summer Card" guest card according to different sales models (in the following it is called "Guest Card": Inclusive Card, Prepaid Card). These terms of use apply to the receipt or purchase, the issuing and the use of the guest card. Based on these conditions of use, the (lawful) holders of the guest card are entitled to receive varied benefits from "service providers" (mountain lifts, museums, etc.) at a reduced rate or free of charge.

2 Purchase or Receipt of the Guest Card:

The prerequisites for the purchase or receipt of the guest card are at the guests' own responsibility prior to arrival. The guest has no legal right to receive or purchase a guest card.

- 2.1 The Prepaid Card can be purchased by all guests at one of the selling points. It's also possible to purchase the digital (see 2.3) Prepaid Card online in the Ötztal Tourismus web shop. When purchasing the digital Prepaid Card via the web shop, the general web shop terms and conditions of Ötztal Tourismus apply. The prices are listed in the separate notices or in the current product folder. In case of at least 70% disability, guests can purchase a discounted Prepaid Card only at the Ötztal Tourismus Information Offices.
- 2.2 The Inclusive Card is available to all taxable and officially registered guests staying in one of the partner accommodations.
- 2.3 Some of the guest cards (depending on the issuing party) can also be purchased/obtained as a digital guest card. In this case, there is no haptic card issued but a digital authorization is sent to the owner by email. It can easily be saved locally on a smartphone by clicking on the "Add to Wallet" button (if required a conforming digital wallet must first be installed as a smartphone app). If a guest also purchases digital guest cards for fellow travelers, he/she must provide the personalized digital guest card to their fellow travelers at their own risk (e.g. forwarding by e-mail).

3 **Validity:**

The guest card is only seasonal; season times can be checked at separate notice boards or in the current product folder. The Prepaid Card is valid on 3, 7 or 10 consecutive days. The Inclusive Card is valid from the 2nd day of your stay for the entire duration of your taxable and officially registered stay at a partner accommodation; the day of arrival is excluded, the day of departure is included.

4 **Scope of Services:**

4.1 The guest card is organized by Ötztal Tourismus within the scope of its statutory duties in accordance with §3 of the Tirolean Tourism Law. The associated services and amenities available to the guest are not part of the holiday travel services booked by the guest.

4.2 On presentation of the guest card, the (lawful) holder of the guest card is entitled to receive varied benefits from "service providers" (mountain lifts, museums, etc.) at a reduced rate or free of charge during the period of validity. In the course of the organization of the guest card, Ötztal Tourismus provides only the technical and organizational means in order to offer all holders of guest cards the possibility to consume services directly with independent service providers in an uncomplicated manner and at discounted rates. If the guest makes use of services provided by independent service providers, these services (also if the guest card is used) are always based on an independent contractual relationship between the guest and the service provider. In each case, the general terms and conditions as well as all other contractual conditions of the respective service provider apply. Ötztal Tourismus is not a contracting party and therefore not liable for the fulfillment of the contract or for any damages to the guest or third parties, that arise from this contract.

4.3 The detailed scope of services (discounts/services available) results from the current guest card folder and the supplementary information on the notice boards (offline/online) or individual service descriptions in the course of the issuing process of the guest card. The above-mentioned supplementary notices and individual service descriptions are of higher priority than the folder. In general, the seasonal opening times and operating times of the single service providers have to be taken into account and guests have to inform themselves independently about the currently available scope of services. The range of services can be severely limited, especially during off-peak seasons. The services/discounts included in the guest card can sometimes only be used for a limited

time (e.g. hourly tickets), locally (e.g. only certain facilities) or in terms of quantity (e.g. only one admission, limited capacity). Please see folder.

- 4.4 The services/discounts of the guest card, described in the folders, are provided to the guest as one whole package, which may also be restricted in the short term due to various factors (e.g. interruption of services, inclement weather conditions, capacity, etc.) or must be adjusted in the longer term. In the event that the service offer or the discounts included in the guest card cannot be used during the period of validity due to circumstances for which the contracting parties are not responsible, there will be no reimbursement of any paid fee. In this case no replacement or reduction claims are accepted.

5 Use of the Guest Card:

- 5.1 The guest card is not transferable. For visual inspection, the name of the guest is printed on the card or made visible/stored on the digital guest card. The holder of the guest card is obliged to carry a photo identification card when using services, so that the identity of the owner can be checked if necessary. Without presenting the guest card and/or photo ID card, no services/discounts are available. And there is no refund. The same applies if the digital guest card is not presented or if the digital guest card is not readable due to circumstances arising from the sphere of the card holder (e.g. damaged smartphone).
- 5.2 In case of misuse (e.g. passing on to other persons, wrong personal data) the (haptic or digital) guest card will be confiscated and locked by the service provider or Ötztal Tourismus. Any misuse is reported to the police. Without any refund, no further services/discounts are available to the former card holder. When purchasing the digital guest card for fellow travelers, the purchaser is liable - in addition to the card holder - for any improper use by the fellow traveler.
- 5.3 In general, other discounts, reductions or vouchers cannot be used or combined with the guest card.

6 Refund:

- 6.1 No refund is granted in case of non-use of services/discounts included in the guest card. No cash alternative offered.
- 6.2 Only related to the Prepaid Card and only in the event of severe illness (medical certificate that the use of services is no longer possible) or (proven) early departure for a solid reason

(e.g. death in the family), the remaining days not used will be refunded unless the card is not used any more. No refund for single days during the cards' validity period.

7 Lost/Damaged Guest Card:

The loss/damage of the guest card must be reported by the card holder immediately. The lost/damaged guest card will be locked and the guest receives a new guest card on presentation of the proof of purchase. The previously used services are transferred to the new card. This also applies correspondently to the digital guest card.

8 Data Privacy:

In connection with the issuing process and use of the guest card, several data processing operations take place in relation to the personal data of the card holder. For more details refer to the Privacy Policy of Ötztal Tourismus (<https://www.oetztal.com/winter/website-service/data-privacy-statement-websites.html>). Please note that under certain circumstances also the individual service providers as independently responsible partners process your personal data.

Sölden, 25.01.2021