

General Terms and Conditions of Business (AGBs) Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA (valid as of 2010)

1. Scope of application

These General Terms and Conditions of Business shall apply to all parties making direct online bookings via www.stubai.at or making online bookings via the Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA call center.

2. Contractual relationship with Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA

Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA allows you to book third-party accommodation services via www.stubai.at. Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA offers no online accommodation services whatsoever on its own authority. Thus, the online booking shall merely cause a mediation contract to materialise between you and Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA, to which the provisions of Sections 31b et seq. KSchG (Austrian Consumer Protection Act; tour operating contract) shall not apply.

3. Online booking

Each online booking shall be transmitted to the accommodation provider via Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA as intermediary on your behalf.

4. Contract and payment

a) The contract concerning the respective service shall materialise directly between you and your selected accommodation provider at the time of the online booking. The accommodation price less commission shall be paid by you directly to the accommodation provider. All claims and obligations arising from the accommodation contract, particularly including any claims and obligations arising from Sections 31b et seq. KSchG, shall exist directly and exclusively between the online booking party and the latter's selected accommodation provider.

b) The accommodation reservation shall already ensue at the time of the online booking and shall be valid without confirmation of reservation. The latter will appear on the screen immediately and can be printed out. It will be additionally transmitted to the online booking party via e-mail. Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA is unable to check the receipt of the confirmation in the event of e-mail transmission. This shall not affect the effectiveness of the online booking.

5. Type of reservation

a) The accommodation provider shall hold the reservation until 6 pm local time. If the arrival cannot ensue until after 6 pm local time, the online booking party shall directly inform the accommodation provider of the expected arrival time and shall have the validity of the reservation confirmed in the event of a deviating arrival time.

b) In the event of late cancellation or non-arrival the accommodation provider may invoice the accommodation costs. The General Terms and Conditions for the (Austrian) Hotel Trade (AGBH 2006) shall apply.

6. Amendments and cancellations

a) In order to avoid misunderstandings, all amendments and cancellations shall always be made via Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA. The decisive factor for the timeliness of the amendment or cancellation shall be the receipt of the notification by Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA. Cancellations may only be made via Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA via Fax +43 501881 199 or via e-mail to reservierung@stubai.at Monday – Friday 8 am – 6 pm. In the event of a cancellation, a cancellation number shall be assigned. The latter shall function simultaneously as proof of cancellation and the retention thereof is therefore vital. In the event of a cancellation after the cancellation period has expired, Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA shall only forward the online booking party's notification to the accommodation provider. Such transmission shall not release the booking party from any cancellation fees pursuant to AGBH 2006. In the event of premature departure, the accommodation provider may assert a claim for losses due to vacancy.

7. Accommodation categories and accommodation provider information

The customary international classification of accommodation according to stars provides a non-binding indication of the standard of accommodation, with the local classification criteria applying to private accommodation (edelweiss) and farmhouse holidays (flowers). The classification of accommodation here is based on information provided by the accommodation providers themselves. All additional information and descriptions are also based on information provided by the accommodation providers themselves.

8. Contractually agreed accommodation prices

All prices shall apply per person and per night. The accommodation providers are legally obligated to show the respective final price including taxes but exclusive of local tourism levies. The price quotations originate exclusively from the accommodation provider.

9. Data protection

The data entered by the online booking party will be electronically processed by Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA. Such data shall only be transmitted to the extent necessary for an online booking. No transmission for other purposes shall ensue. Moreover, the statutory data protection provisions shall be observed during data acquisition. Should information be acquired and transmitted for statistical purposes, the latter shall not include any personal data.

10. General information

All information has been compiled with the greatest care. However, no liability can be assumed for any errors in data acquisition or data transmission. The incorporation of the data in other data carriers, even in extracts, or the use for purposes other than those cited here shall only be admissible with the express approval of Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA. Austrian law shall apply, with the United Nations Convention on Contracts for the International Sale of Goods as well as the reference standards of private international law being excluded. Place of fulfilment is Innsbruck. Vis-à-vis non-consumers and persons with no general

place of Austrian jurisdiction, Innsbruck shall be agreed as place of jurisdiction. Otherwise, the legal place of jurisdiction shall apply. The use of www.stubai.at and the contents thereof shall only be permitted for the individual querying of accommodation bookings. Automated queries shall not be permitted. We also point out that our data is copyright protected and any duplication (particularly via automated readout/"scraping") shall thus be prohibited. Particularly prohibited shall be the use of our data (particularly results of queries) for the purpose of further transmission. Any links to the websites of other companies (third-party providers) included on this website are provided only in the user's interests. When you click on such links you leave www.stubai.at. We have no influence on the contents of third-party providers' websites. Thus, we cannot accept any liability for such external contents either. A permanent monitoring of the contents of the linked sites is unreasonable without any tangible evidence of a violation of rights. Should any violations of rights become known, we shall immediately remove such links. The accessing of a third party provider's website via a link on this website shall be at the sole responsibility of the user.