

# Terms and Conditions for the Use of the Erlebnis CARD of the Tourism Region Villach - Faaker See - Ossiacher See



The Villach Region Tourismus GmbH provides a variety of activities for its guests. However, a direct contract is made with the independent and self-employed activity organizers who are responsible for the proper conduct of their activities. For the use of the Erlebnis CARD (subsequently abbreviated to „CARD“), the following terms and conditions apply:

## CONDITIONS FOR GETTING THE CARD:

All guests who stay in an accommodation (hotel, campsites, BnB´s etc.) in the tourism region Villach - Faaker See - Ossiacher See (Afritz am See, Arnoldstein, Arriach, Bad Bleiberg, Bodensdorf am Ossiacher See, Finkenstein am Faaker See, Nötsch im Gailtal, Ossiach, Paternion, Treffen am Ossiacher See, Villach, Weissenstein and Wernberg), can get the CARD only from their respective landlord and for the duration of their stay. Guests have to be registered officially according to the federal Registration Act and the Carinthian Act for local tax. When properly registered all legitimate CARD holders will have the opportunity to take part in the activities, offered by the independent and self-employed activity organizers. No CARDS are needed for children and teenagers who do not need to pay local tax. The programme of the Erlebnis CARD is published on <https://card.visitvillach.at>. Local people and guests of other tourism regions can book some of the activities on offer for an extra charge.

## THE SERVICE:

All the independent and self-employed activity organizers, listed in the CARD brochure have committed themselves to provide the holders of the CARD the services listed in the brochure, according to their own terms and conditions. By using the service, there is a direct contractual relationship between the CARD holders and the independent and self-employed activity organizers.

The CARD holders accept that due to bad weather or season related circumstances some activities may not be offered to the full extent described in the CARD brochure. There also may be waiting times (e.g. for climbing activities) due to the number of people taking part. The CARD holders agree with the specified range times, any restrictions on access or the capacity as stated by the self-employed activity organizers.

The holders of the CARD accept that the Region Villach Tourismus GmbH is entitled to terminate the agreements with the self-employed activity organizers also during the season. All CARD holders accept that there cannot be any compensation if the services are not provided or only partially provided. The service providers are liable only for gross negligence and intent, but not for ordinary negligence. Moreover, there is no liability for any valuables lost or stolen during the activities and services.

## NON-TRANSFERABILITY, DAMAGE AND LOSS:

The CARD is not transferable and only valid in combination with a valid photo ID. The CARD may be used only by the person whose name is printed on the CARD. No compensation can be made if the CARD is not used. If a CARD is lost, a replacement CARD can be issued for a € 3 charge. If the CARD is damaged or does not work due to technical defects, the CARD will be replaced for free. If a CARD is lost, the CARD holder has to inform his/her host.

## USE:

To obtain the benefits and to take part in the activities, the cardholder has to show the CARD to the self-employed activity organizers. The card is checked by the self-employed activity organizers through an acceptance device or by mere visual inspection for validity and identity. The cardholder is obliged to present a valid photo ID on request. If the CARD is not presented on request, the CARD holder is not allowed to take part in the respective activity or service.

## KÄRNTEN CARD UPGRADE

All guests who are eligible for the Erlebnis CARD also have the possibility to upgrade the Erlebnis CARD with the free entrances and discounts offered by the Kärnten Card (extra costs will be charged). This upgrade can only be made at official points of sale for the Kärnten Card. If an upgrade is being made, then the general terms and conditions of the Kärnten Card apply. If the Erlebnis CARD becomes invalid (end of stay), it also causes the Kärnten Card to become invalid.

## ABUSE:

In case of misuse or suspected misuse of the CARD, all self-employed activity organizers and the Region Villach Tourismus GmbH are entitled and obligated to take away the CARD without replacement. In case of misuse or reasonable suspicion of misuse a report will be filed. The cardholder is liable for misuse of the CARD by third parties.

In case of theft or loss of the CARD, its owner has to report this incident to the Villach Region Tourismus GmbH or the respective landlord promptly:

Region Villach Tourismus GmbH: +43 6641334146

## DISCLAIMER OF THE REGION VILLACH TOURISMUS GMBH:

The Region Villach Tourismus GmbH is solely responsible for the technical handling of dealings between the holders of the CARD and the independent and self-employed activity organizers and the hosts. The Region Villach Tourismus GmbH can not be held liable for any charges or claims which might occur due to the participation in the activities organized by the independent and self-employed activity organizers. Only the respective organizers are liable.

## JURISDICTION:

For all disputes arising from the use of the CARD or any damages or warranty claims, only Austrian law can be applied and the responsible court is in Klagenfurt.

## DATA PROTECTION:

For the purpose of using and displaying the CARD some personal data (first name, surname, title, date of birth), length of stay and accommodation will be centrally processed. This data will be forwarded from the respective accommodation, after having received the consent of the guest, to the Region Villach Tourismus GmbH for central processing and administration as well as the production of statistics about the use of the CARD.

The above mentioned data will also be forwarded to the self-employed activity organizers who will use it only for the administration of their activities. This consent can be withdrawn by the CARD holder at any time at the accommodation without giving any reasons with effect for the future. Upon revocation, the guest card is blocked and all data deleted. All personal data will be anonymised eventually, according to legal deadlines.

You have the right to information, correction, deletion, restriction, data portability and revocation. If you believe that the processing of your data is against the GDPR or your data protection claims have been violated in any way, you can contact the Datenschutzbehörde (=Austrian data protection authority).

If you have any questions, please contact:

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