

Sonnenschein Card Terms of Use (Last updated: August 2019)

1. General terms:

The Sonnenschein Card (Bad Kleinkirchheim Regional Card NEW - referred to hereinafter as: the “Regional Card”) is a regional guest card. It is offered to all duly-registered overnight guests (hereinafter referred to as “Cardholders”) lodging at participating tourist accommodations within the municipality of Bad Kleinkirchheim & Feld am See for the duration of their stay (including day of arrival and departure) by the respective lodging establishment in accordance with the cooperation agreement. The Regional Card is not available for purchase. The provider of the Regional Card is MBN Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH (hereinafter referred to as the “Provider”), Kaiser-Franz-Josef-Str. 49, 9872 Millstatt am See. The following Terms of Use apply to all benefits in connection with the Regional Card and govern its use. By accepting the Regional Card, the Cardholder accepts these Terms of Use.

2. Benefits:

The Regional Card includes (depending on the season) different benefits provided by inclusive and bonus partners (collectively referred to hereinafter as “Service Partners”) of the Provider. Upon receipt of the Regional Card, the respective Cardholder has the opportunity to make use of the benefits offered within the following categories as described in the current Sonnenschein Card information brochure:

- a. Benefits offered by inclusive partners: Inclusive benefits include the free use of selected services offered by the respective inclusive partner.
- b. Benefits offered by bonus partners: Bonus benefits comprise a reduction in the price normally payable for the respective service.

The information provided in the Bad Kleinkirchheim Sonnenschein Card information brochure is decisive for the range and type of benefits, whereby express reference is made to the fact that benefits are dependent on time and weather to some extent. The Provider therefore reserves the right to make unilateral changes to the range of benefits offered. If a benefit can be used several times, use of the benefit concerned is limited to once per day.

3. Range of benefits/Liability:

During the validity period for the Regional Card and during the offer period for the respective benefit, all Service Partners are obliged to provide all benefits designated as Bad Kleinkirchheim Sonnenschein Card benefits to Cardholders during their normal business hours and on the basis of their general conditions of carriage and business. Such benefits are not benefits provided by the Provider. Operating hours or capacity limits of some Service Partners, as well as weather-related or seasonal factors, may result in limitations on the use of benefits provided by the Regional Card. In addition, individual blackout periods or potential access restrictions may result in limitations on the use of benefits. Opening hours indicated by the respective Service Partner must be observed. The Provider does not guarantee that the listed benefits will be available at all times. Nor does the Provider guarantee that benefits provided by the Service Partners meet the expectations of Cardholders. The Cardholder shall not be entitled to any compensation from the Provider in the event of non-performance or incomplete performance. In addition, the Provider reserves the right to terminate agreements with individual Service Partners at any time, for any reason whatsoever, without having to compensate the Cardholder for the resulting loss of the possibility of using the respective benefits.

When using benefits provided by the Regional Card, the Cardholder is deemed to be a contractual partner of the respective Service Partner such that any resulting claims may only be asserted against the respective Service Partner. The Provider merely supplies the Regional Card by means of which Cardholders can make use of certain inclusive or bonus benefits. A contract is concluded exclusively between the Service Partner and the Cardholder in the event that the Cardholder uses a benefit provided by a Service Partner. The legal relationship between the Service Partner and the Cardholder shall be governed by the applicable General Terms and Conditions or Terms of Use of the Service Partner, including any cancellation conditions. Any instructions given by a Service Partner must be followed when using a benefit in all cases. All claims of the Cardholder arising under and in connection with the provision of benefits, in particular claims for damages and warranty claims, may be asserted **exclusively vis-à-vis the respective Service Partner**. The Provider shall not be liable for any damage suffered by the Cardholder in connection with the use of benefits provided by a Service Partner. The Provider is not obliged to check the safety of the benefits offered by the Service Partners or to carry out any inspections in this respect. The Provider is therefore not liable for the selection or monitoring of the benefits. Any and all claims may therefore only be asserted against the respective Service Partner. Any claims against the Provider resulting from the operation of the Regional Card technical card-reading system are limited to cases of gross negligence and intent.

4. Transportation:

The Regional Card entitles Cardholders to the free use of the Nockmobil within the region of Bad Kleinkirchheim & Feld am See (with the exception of alp-destinations) and the "Ski-Thermen-Bus" during the winter months. However, use of these transit options depends on prevailing weather conditions.

5. Validity requirements:

The Regional Card is not transferable and is only valid in conjunction with an official photo ID. Only the person named on Regional Card may use the benefits associated with the Regional Card during the period for which the Regional Card is valid. The period during which the individual inclusive and bonus benefits may be used is generally described in the Bad Kleinkirchheim Sonnenschein Card information brochure valid at the time. In addition, opening hours can also be found on any notices posted by the Service Partners. This does not exclude exceptions, in particular for the reasons referred to in Section 3. There is no claim against the Provider for the provision of any benefits. The validity period for the Regional Card depends on the duration of the Cardholder's stay (incl. day of arrival and departure) and is noted on the Regional Card. Claims to cash payment or other compensation in the event the Cardholder declines the Regional Card, as well as claims to reimbursement for any unused or only partially used Regional Cards, are prohibited.

6. Use:

When using the benefits associated with the Regional Card, the Cardholder must present their Regional Card to the respective Service Partner who will verify its validity. At the request of the Service Partner, the Cardholder is obliged to present an official photo ID as proof of their identity. If the Card Holder is not able to do so, the Service Partner may refuse to provide benefits related to the Regional Card. The Cardholder is obliged to keep the Regional Card safe and secure. Without limitation, circumstances in which third parties may obtain unauthorised possession of the Regional Card without considerable effort represent a failure to keep the Regional Card safe and secure.

7. Children:

Children above the age of six will receive their own personal Regional Card. Children who have not yet reached the age of six can only take advantage of the benefits when accompanied by at least one adult who is in possession of a valid Regional Card. This also applies to children who reach the age of six during the time in which their parents' Regional Card is valid. The Service Partner may limit the use of a benefit, especially for safety reasons, by setting an age limit.

8. Abuse:

In the event of the abuse, or mere suspicion of abuse, of the Regional Card, the individual Service Partners are entitled and obliged to withhold the Regional Card. Giving the Regional Card to third parties, even if they are family members, is not permitted and will be reported by the Provider! In addition, the Cardholder is liable for any abuse by third parties.

9. Theft/Loss and damage:

The Cardholder may report any loss or theft of the Regional Card to the lodging establishment concerned. In the event of loss or theft, as well any damage to the Regional Card, a replacement card (duplicate) will be issued to the Cardholder by the respective lodging establishment, whereupon all Regional Cards issued previously to the Cardholder will be void. The lodging establishment, the Service Partners and the Provider assume no liability in relation to the Cardholder in the event of theft or loss of the Regional Card. Similarly, they are not liable for any consequences resulting from the theft, damage or loss of the Regional Card.

10. Data protection

Within the scope of using the Sonnenschein Card, the Provider processes data concerning the Cardholders provided to it by the lodging establishments for the following purposes:

- Issuing and personalising the Sonnenschein Card
- Settlement with lodging establishments
- Evaluation and analysis of the use of the benefits offered

11. Applicable Law; Place of jurisdiction

Any and all disputes in connection with the Regional Card are subject to Austrian law to the exclusion of conflicts of laws principles referring to foreign law. The exclusive place of jurisdiction is agreed to be the local court with material jurisdiction over the Provider to the extent that transactions with consumers within the meaning of section 1 Consumer Protection Act are not involved. This applies not only to Cardholders vis-à-vis the Provider, but the assertion of claims by and/or against Regional Card Service Partners to the extent their General Terms and Conditions do not provide otherwise.