

General Terms and Conditions VAMED Vitality World Gift Card

1. Scope of Application

These general terms and conditions shall apply on the buyer's (hereinafter referred to as 'Customer') purchase of a VAMED Vitality World Gift Card or a voucher to print out at home (hereinafter referred to as "VWV gift card") from Therme Seewinkel Betriebsgesellschaft m.b.H, Im Seewinkel 1, 7132 Frauenkirchen, Firmenbuch-Nr: FN 295920b, Gerichtsstand Eisenstadt (hereinafter referred to as "Seller").

These general terms and conditions, as well as all correspondence and all other information shall be in German or English language. The amounts shall be invoiced in EUR. When ordering or purchasing a gift card, the Customer recognizes and accepts the general terms and conditions valid at the time of purchase.

2. Subject of the Agreement

VAMED Standortentwicklung und Engineering GmbH is the owner of the registered, international logo 'VAMED VITALITY WORLD'. The VWV gift card is a product of VAMED Standortentwicklung und Engineering GmbH.

The VWV gift card is a prepaid bank card with a magnetic strip and a bar code. The credit amount on the card may range from a minimum of EUR 20.00 to an upper limit of EUR 1,000.00 (for Classic cards), or from EUR 500.00 to EUR 5,000.00 (for Premium cards).

The use of the VWV gift card is not linked to the buyer. It can be used by any person. The owner may freely transfer the VWV gift card for private use. However, commercial trading of the VWV gift card by the card holder (e.g., via internet platform) is prohibited.

3. Online Orders

Customers may select the desired VWV gift card and put it into the shopping cart on the website. If a customer clicks on the PLACE ORDER WITH OBLIGATION TO PAY button, a binding proposal to purchase the goods in the shopping cart is posted (hereinafter referred to as 'order').

Before ordering, the Customer may view and change his / her order data at any time. Changes can be made via the EDIT button, placed above the order data, or through the links to the individual order data fields and the RETURN function.

After posting the order, Customers receive an automatic e-mail confirming receipt of the order where they can see the content of the order again. With this confirmation, the purchase agreement goes into effect.

The Seller informs the Customers of the dispatch costs during the order process and again through the shopping cart list before the order is posted. If a VVW gift card is purchased online, the Seller only accepts the types of payment displayed during the order process.

If possible, VVW gift cards are dispatched within three working days from the order date. Delivery of the VVW gift card to the address specified by the Customer is made by Österreichische Post AG, in accordance with its general terms and conditions. Österreichische Post AG generally reserves five working days for delivery in Austria.

Customers may also purchase VVW gift cards online as a voucher to print out at home/ Print-at-Home voucher.

4. Redemption and Validity

The VVW gift card may be used in all participating spas of VVW resorts. Pursuant to the subject Terms and Conditions, the owner may use the VVW gift card for the cashless payment of services (except external services located in the participating VVW resorts, e.g. hairdressers, shops). Services may be consumed at the VVW resorts listed below at the prices quoted at their cash desks or online:

1. AQUA DOME - Tirol Therme Längenfeld
Aqua Dome Tirol Therme Längenfeld GMBH & CO KG,
represented by Aqua Dome Tirol Therme Längenfeld GMBH
Oberlängenfeld 140, 6444 Längenfeld, AUSTRIA
www.aqua-dome.at
2. TAUERN SPA Zell am See - Kaprun,
TSW TAUERN SPA WORLD Betriebs GmbH & Co KG
Tauern SPA Platz 1, 5710 Kaprun, AUSTRIA
www.tauernspakaprun.com
3. SPA Resort Therme Geinberg
TBG Thermenzentrum Geinberg Betriebsgesellschaft m.b.H.
Thermenplatz 1, 4943 Geinberg, AUSTRIA
www.therme-geinberg.at
4. Therme Laa – Hotel & Silent Spa
TBL Therme Laa a.d. Thaya-Betriebsgesellschaft m.b.H.
Thermenplatz 1, 2136 Laa/Thaya, AUSTRIA
www.therme-laa.at
5. Therme Wien
Therme Wien GmbH & Co KG, represented by Therme Wien Ges.m.b.H.
Kurbadstrasse 14, 1100 Vienna, AUSTRIA
www.thermewien.at

6. GesundheitsZentrum Bad Sauerbrunn
Heilbad Sauerbrunn Betriebsgesellschaft m.b.H.
Hartigasse 4, 7202 Bad Sauerbrunn, AUSTRIA
www.die-heiltherme.at

7. St. Martins Therme & Lodge
Therme Seewinkel Betriebsgesellschaft m.b.H.
Im Seewinkel 1, 7132 Frauenkirchen, AUSTRIA
www.stmartins.at

8. la pura women's health resort kamptal
Gesundheitsresort Gars Betriebs GmbH
Hauptplatz 58, 3571 Gars am Kamp, AUSTRIA
www.lapura.at

Contracts concerning services to be used at individual resorts are made exclusively between the spas operated by VVW resorts and the holders of the VVW gift cards to be redeemed. The Seller shall not be liable for any claims arising from such contractual relationships.

The credit amount of the VVW gift card shall be exclusively used to pay for services at the participating VVW resorts. Redemption in cash or refunds are excluded. A credit amount on a VVW gift card is valid for five years from the date of purchase and expires thereafter.

5. Loss of the VVW gift Card

The card holder is exclusively responsible for the safe-keeping and use of the VVW gift card. The Seller shall not replace the VVW gift card in case of loss, theft or damage.

6. Disclaimer

Subject to Art. 7, VVW gift cards cannot be returned or exchanged. Cash refunds are also excluded if a VVW resort chosen by a Customer has ceased to operate, is closed temporarily or no longer participates in the VVW gift card program.

7. Right of Withdrawal for Consumers in the Event of Distance Selling

The following provisions are restricted to Customers who are consumers in the sense of Sec. 1 (1) Austrian Consumer Protection Act (KSchG). They are not applicable to corporate clients, who have no right of withdrawal as described in this paragraph.

Customers who buy the VVW gift card in a distance selling transaction have the right of withdrawal pursuant to Sec. 5e (1) KSchG, subject to the provisions listed below:

Customers have a right of withdrawal for 14 days from the date of receipt of the VVW gift card. They may exercise this right without stating reasons, either in writing or by returning the VVW gift card. In the latter case, Customers must return the VVW gift card in faultless condition and, if possible, in original packaging and with the original invoice. The deadline for withdrawal shall



be deemed observed if the Customer posts the request for withdrawal within the above-mentioned period of time. Costs for returning shall be borne by the Customer.

If the VVW gift card has already been paid, the Seller shall refund the paid amount immediately upon receipt of the returned VVW gift card.

The right of withdrawal is excluded once the VVW gift card has been used for the payment of services.

8. Data Protection

The Customer agrees that all data generated on account of his / her business relationship, which are first name, last name, address, e-mail address, if applicable telephone number, Customer account data (orders placed, articles, prices, IP address), any texts and/or pictures/photos entered in Print-at-Home vouchers, value card queries (voucher number, date, IP address), (in short, the "data") are automatically processed by the Seller.

The purpose of processing data is the handling of the respective business transactions, and - if the Customer has agreed - the marketing of products, services and services of the VVW resorts, special offers and events, as well as the distribution of VVW resorts' news (including the dispatch of appropriate marketing materials by post, e-mails and if applicable text message, and/or contact by phone).

The processing of data for the handling of the respective business transaction is based on Art. 6 (1) (b) of the EU General Data Protection Regulation (performance of a contract). The processing of data for marketing purposes is based on Art. 6 (1) (a) of the Regulation (consent by data subject).

Upon instructions by the Seller, the data are processed and transferred to VAMED Standortentwicklung und Engineering GmbH (Sternngasse 5, A-1230 Vienna), styleflasher GmbH (KR Martin Pichler-Str. 1, A-6300 Wörgl), Cards & Systems EDV-Dienstleistungs GmbH (Landstraßer Hauptstraße 5, 1030 Vienna) and mediasupport GmbH (Lerchenfelder Straße 124/Top 6, 1080 Vienna), and Datatrans AG (Kreuzbühlstrasse 26, CH-8008 Zurich), for the purpose of handling the respective business case, as well as for marketing purposes to hi.one digital marketing (Gurkgasse 43/2, 1140 Vienna) and kbprintcom.at Druck+Kommunikation GmbH (Gutenbergstraße 2, 4840 Vöcklabruck and travelClick (Via Augusta, 117, Barcelona 08006). The data are not transferred to third parties other than the ones above.

The contact data of the Data Protection Officer are:

Mag. Per-Oliver Gustavson, Sternngasse 5, 1230 Wien, datenschutz@stmartins.at.

The data are saved for the processing of the respective business case, for marketing purposes, and exceeding this period, if there are legally required storage periods, or for the period during which any legal claims can be lodged in connection with the subject contractual relationship, or in the event of other reasonable circumstances justifying further storage of these data.

The consent to being addressed by mail, e-mails, text messages or on the phone may be revoked in writing at any time by e-mail to info@smartins.at. Notwithstanding the above is the lawfulness of the processing of data before such revocation is received. The Customer may request – to the extent this is in accordance with legal regulations – information about his or her personal data saved in the system, as well as the correction or erasure of these data. Furthermore, Customers have the right to object to or restrict the processing of their data, or to prohibit the transferability of their data. They may also file a complaint with the supervising authority.

9. Applicable Law, Place of Fulfilment, Jurisdiction

These Terms and Conditions are subject to Austrian substantive law with the exclusion of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods. For Customers who are consumers in the sense of Consumer Protection Act, the compulsory legal provisions of the Customer's usual country of residence also apply to this agreement.

The place of jurisdiction is the court for Eisenstadt unless a different place of jurisdiction is imposed by consumer protection regulations .

As of October 28th, 2020