

General Terms and Conditions for the purchase of vouchers from the FMTG Falkensteiner Michaeler Tourism Group

(As of September 2023)

1 Scope

- 1.1 These General Terms and Conditions apply when purchasing a voucher either through the Falkensteiner Voucher Shop (website) or through a hotel managed or operated by the FMTG Falkensteiner Michaeler Tourism Group. By ordering or purchasing a voucher, you acknowledge these General Terms and Conditions.
- 1.2 If special conditions apply to individual vouchers, they take precedence over the conditions of these General Terms and Conditions.

2 Conditions

- 2.1 The voucher represents a credit where the service (service voucher) or the credit value (value voucher) is specifically defined. The conditions for redeeming a voucher may be evident from the voucher itself. Please note that due to availability of services and rooms, a voucher cannot be redeemed at all times.
- 2.2 A voucher is not tied to the purchaser and can be used by anyone. Commercial trading of vouchers is not permitted.
- 2.3 A purchased voucher cannot be cashed out or refunded in full or in part. Partial redemption of value vouchers is generally possible.
- 2.4 Vouchers are valid for 5 years from the date of purchase. In the case of service vouchers, we reserve the right to charge a difference if the price of the service in our hotels has changed.
- 2.5 The voucher represents a 100% credit. For this reason, the prices mentioned in connection with the voucher do not include value added tax (VAT). Only the actual invoice in the hotel when redeeming the voucher takes VAT into account.
- 2.6 No replacement will be provided in case of loss, theft, or damage of a voucher.
- 2.7 Vouchers are non-returnable and non-exchangeable.
- 2.8 Payment for a voucher can be made by credit card, instant transfer, and prepayment. In the case of prepayment, the voucher will be sent only after receipt of payment.
- 2.9 The voucher will be provided to you either electronically for download or sent at your cost/risk. In the managed or operated hotels, the voucher is handed out as a value card.
- 2.10 Consumers who purchase a voucher from us remotely have the right to revoke the voucher purchase within 14 days without giving reasons. If you have received a physical voucher, please return it to us within 14 days in its original packaging. It is sufficient if the declaration of withdrawal is sent within the period without giving reasons. However, the right of withdrawal does not exist if we begin the service as agreed within the withdrawal period. This return right only applies to customers who are consumers as defined by the Consumer Protection Act and who have purchased the voucher remotely.
- 2.11 Austrian law applies, excluding conflict of law provisions and the UN Sales Convention. The place of jurisdiction for all legal disputes related to vouchers - except for lawsuits against consumers as defined by the KSchG, who have their residence or habitual abode in Austria or are employed in Austria - is Vienna, 1st district.