



## GENERAL TERMS AND CONDITIONS (Ts&Cs) FOR ONLINE SHOP SALES

### 1. Scope of validity for Ts&Cs

These Ts&Cs apply to the purchase of products, gift vouchers & reservations from AQUA DOME – Tirol Therme Längenfeld GmbH & Co KG, Oberlängenfeld 140, A6444 Längenfeld / company registry number: FN 225584t / commercial register court: Innsbruck district court (hereinafter: "SELLER") by the purchaser (hereinafter "CLIENT"), for shops in the online store (at [shop.aqua-dome.at](http://shop.aqua-dome.at)).

The client can retrieve the Ts&Cs with their order and either store them on their computer or print them out via the links in the online store.

Ts&Cs, correspondence and all other information is provided in German and in English. Billing is in Euro. Upon ordering/purchase, these Ts&Cs will apply in their valid format at the time of the respective purchase.

### 2. Online ordering

The CLIENT can choose products, gift vouchers & reservations from the range provided and place them in their basket via the 'place in basket' button. When the CLIENT clicks the 'to check-out' button, they are then placing a binding offer to purchase the items in the basket ("order").

Upon placing the order the CLIENT can look at and amend the order details at any time. An amendment can be effected via the "amend" button on the order details, or via links to the individual order data fields and using the "back" functions.

Upon placing the order the CLIENT will automatically receive confirmation of receipt via e-mail, which will again provide information about the content of the CLIENT's order. This automatic confirmation of receipt is not an acceptance of the offer, it merely documents that the order has been received by the SELLER.

The contract only comes into effect upon declaration of acceptance by the SELLER. The SELLER declares acceptance via delivery confirmation sent via e-mail.

If the order comprises several items, the contract will only come into effect for those items expressly stated in the shipping confirmation.

Upon receipt of order, on occasion it may be that products are no longer available. In these instances, if the client has already paid the purchase price before conclusion of contract via their chosen payment method, or has authorised payment, the seller will inform the client of non-acceptance of their order (partial acceptance of order, along with acceptance of order for items that are deliverable) and (proportionately) reimburse the advance payment immediately. The above also applies if the seller does not accept an order, in an individual case, due to a negative outcome from a fraud and credit check (see Section C Figure II of the data protection terms). In no circumstances will the client be charged any fees for a refund.

The client will receive confirmation of contract via e-mail within a reasonable period after conclusion of contract, or upon delivery of the items at the latest. A client who is registered can also see current order details in their own client account.



During the order process, the SELLER will inform the CLIENT about any dispatch costs during the order process and any items still in the basket, immediately before preparing the order placed by the CLIENT.

Ordered products and gift vouchers will be dispatched within three working days from date of order. The order placed by the CLIENT will be sent to the address provided by the CLIENT via Österreichische Post AG, as per their general terms and conditions of business.

### 3. Redeeming and validity of gift vouchers

A voucher can only be redeemed in the CLIENT's resort. Cash payment and reimbursements are excluded. A gift voucher is valid for five years from purchase. Thereafter the credit will expire. Upon redeeming vouchers after a year of the purchase date, the SELLER may add an extra charge to cover the current price of the service/product.

### 4. Loss of gift vouchers

The responsibility for safekeeping and use of gift vouchers lies solely with the CLIENT. No replacement will be issued by the SELLER in the event of loss or theft.

### 5. WARRANTY

Products are – subject to point 7 – excluded from return and exchange. Cash payment is also excluded.

### 6. Statutory right of withdrawal for consumers in the event of distance purchasing

The following terms only apply to CLIENTS who are consumers in the context of § 1 Para 1 Consumer Protection Act (KSchG). If the CLIENT is a business, there is no right of withdrawal according to this section.

In purchasing of products and gift vouchers which are part of a distance selling sales and service provision system, the CLIENT has the right to withdraw as per § 11 Para 1 FAGG and the following conditions:

The CLIENT has a 14-day right of withdrawal, starting from receipt of product. Exertion of right of withdrawal does not require any justification and can be made in textual form, or by returning goods. For return of goods, the CLIENT is to return the goods in perfect condition, where possible in original packaging and with the original invoice. To comply with the notice period, timely return of the goods is sufficient. The CLIENT is to bear the return costs.

If the order has already been paid, reimbursement of payment already made will be effected by the SELLER immediately upon receipt of the returned items.

Right of rescission is excluded if gift vouchers have been used to pay for services.

#### 6.1. Cancellation policy

The CLIENT has the right to withdraw from the contract within fourteen days without providing any reason. The rescission period begins from the day the CLIENT, or a third party named by them who is not the consigner, has received the goods.



To exert their right to rescission, the CLIENT must inform AQUA DOME – Tirol Therme Längenfeld GmbH & Co KG, Oberlängenfeld 140, A6444 Längenfeld, via express declaration about their withdrawal from the contract. This declaration can be made by telephone (telephone number: +43 5253 6400), by e-mail (stornierung@aquadome.at) or by sample withdrawal form (cf. Point 6.2.).

The SELLER is to reimburse the costs to the CLIENT, not including any delivery costs, immediately or within fourteen days at the latest, of deposit of the products. Reimbursement is to be effected via the same payment method used by the CLIENT to purchase the product, unless a different method has been expressly agreed upon.

The SELLER reserves the right of lien until receipt of products, or until the CLIENT provides evidence that these have been returned.

The CLIENT is to return the product within fourteen days from declaration of rescission, at their own expense.

## 6.2. Cancellation form

To  
AQUA DOME – Tirol Therme Längenfeld GmbH & Co KG,  
Oberlängenfeld 140,  
A6444 Längenfeld

I \_\_\_\_\_ residing in \_\_\_\_\_ [name and address] hereby withdraw from the contract I concluded for the purchase of \_\_\_\_\_ [exact description of the purchased products], ordered on \_\_\_\_\_ [date], received on \_\_\_\_\_ [date].

## 7. Data protection

The CLIENT hereby consents to all the personal details pertaining to them and the personal details stated as part of this business relationship, i.e. first name, surname, address, date of birth, e-mail address, telephone number, fax number, password, client account details (orders effected (products, gift vouchers, prices, IP address), where applicable text entries on gift vouchers printed at home; value card queries (gift voucher number, date, IP address), (abbreviated to "data") being processed by the SELLER.

And for the purposes of data processing, the processing of the respective business transaction and – in so far as the CLIENT has consented – marketing for products, services and other services provided by the SELLER, promotions and events (including the forwarding of relevant marketing material by post, e-mails, SMS and contact by telephone).

Processing for the purpose of transaction of business is based on Art 6 (1) b) EU Data Protection basic regulation ("GDPR") (fulfilment of contract). Processing of data for the purposes of marketing is based on Art 6 (1) a) GDPR (consent).

Data will be transferred on behalf of AQUA DOME – Tirol Therme Längenfeld GmbH & Co KG for the purpose of processing business transactions, to Sofort GmbH (Theresienhöhe 12, 80339 Munich, Germany), PayPal (Europe) S.à r.l. et Cie, S.C.A. (22-24 Boulevard Royal L-2449 Luxembourg, Luxembourg), Datatrans AG (Kreuzbühlstrasse 26, CH-8008 Zürich, Switzerland), TAC - The Assistant Company (Schildbach 111, 8230 Hartberg, Austria) and for marketing purposes to EMARSYS eMarketing Systems AG (Märzstraße 1, 1150



Vienna, Austria), hello again GmbH (Dr. Herbert-Sperl-Ring 3, 4060 Leonding, Austria) and TravelClick (Via Augusta, 117, Barcelona 08006, Spain). Data will not be transferred to miscellaneous third parties.

Details of data protection representative: Data Protection Officer, Sterngasse 5, 1230 Vienna, datenschutz@aqua-dome.at.

Data will be used to process business transactions and for marketing purposes etc. as long as statutory retention periods apply, legal claims from the contractual relationship will be applicable and miscellaneous legitimate reasons may justify additional retention.

Consent for the sending of post, e-mails, SMS and contact via telephone can be revoked at any time in writing (e-mail: datenschutz@aqua-dome.at). This does not affect the legitimacy of data processing based on consent, until rescission. In addition, the CLIENT, subject to statutory requirements, also has the right to be informed of, delete, limit the processing of, or object to data which pertains to them and to object to processing, data transfer and filing a complaint with the supervisory authorities.

#### 8. Applicable right, place of fulfilment, court of jurisdiction

Austrian material law shall apply, with the exception of conflict-of-law rules and UN sales law. If the contract partner is a consumer in the context of consumer protection law, the mandatory provisions of the state in which they usually reside, also apply to this contract.

Court of jurisdiction for all disputes arising from this contract is Innsbruck, in so far as there are no constraints due to consumer/data protection terms from another court of jurisdiction.