



## PROJEKT SPIELBERG GMBH & CO KG

Red Bull Ring Straße 1  
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Phone: +43 3577 202  
E-mail: [information@projekt-spielberg.com](mailto:information@projekt-spielberg.com)  
[www.projekt-spielberg.com](http://www.projekt-spielberg.com)

# General Terms and Conditions (GTCs) of Business of Projekt Spielberg GmbH & Co KG

Unless expressly agreed otherwise in writing, contracts and performance with Projekt Spielberg GmbH & Co KG (hereinafter referred to as PS), as well as contracts and performance by PS in the area of Hospitality, and participation in the Driving Experience events organised by PS shall be exclusively subject to the following conditions (Section A). Accommodation services rendered with respect to the hotel business or as part of Hospitality or Driving Experience shall be subject to the General Terms and Conditions for the Hotel Business as amended from time to time (Section B). The definitions shall apply both to Section A and Section B. The following terms and definitions shall apply both to consumers (B2C) and companies (B2B). Paragraphs that apply exclusively to either of the two shall begin with "The following applies to B2B" or "The following applies to B2C" respectively.

### Definitions

#### 1. General Terms and Conditions

These are the general terms and conditions which apply to all contracts and business relationships entered with Projekt Spielberg GmbH & Co KG.

#### 2. Bank details

The bank account of Projekt Spielberg GmbH & Co KG at Bankhaus Carl Spängler & Co Aktiengesellschaft, Salzburg, IBAN: AT63 2195 3000 100 1666 57, BIC/SWIFT: SPAEAT2S.

#### 3. Proprietor

Proprietor is an individual or entity that accommodates guests against remuneration.

#### 4. Accommodation Agreement

Is the agreement made between the proprietor and the party, the contents of which are specified below.

#### 5. Visitors

All natural persons who participate passively (as observers) in an event on the premises of Projekt Spielberg GmbH & Co KG by presenting an admission ticket at the entrance of the site of Projekt Spielberg GmbH & Co KG, or outside the premises at an event area specifically defined for this event.

#### 6. Rules of operation/Access criteria

The rules of operation contain rules of conduct and guidelines which must be observed by customers, participants, visitors, suppliers, service providers, and other natural and legal persons on the entire site of the Red Bull Ring / the Projekt Spielberg GmbH & Co KG. The rules of operation are available on the Internet at <https://www.projekt-spielberg.com>.

The access criteria contain rules of conduct for visitors to an event. The access criteria are available on the Internet at <https://www.projekt-spielberg.com>.

#### 7. B2B (business-to-business)

These are business relationships between PS and other companies (corporate customers).

#### 8. B2C (business-to-consumer)

These are business relationships between PS and private individuals as consumers (individual customers).

Separate down payment and cancellation conditions shall apply for bookings of groups consisting of 10 individuals and more.

#### 9. Driving Experience

These are the driving experience events involving four-wheel and two-wheel motor vehicles taking place on the premises of Projekt Spielberg GmbH & Co KG / Red Bull Ring, i.e. the race track, as well as those taking place outside the race track and are organised or hosted by Projekt Spielberg GmbH & Co KG, third parties, or the customer. The respective offer can be downloaded at <https://www.projekt-spielberg.com>.

#### 10. Guest

A guest is an individual that uses accommodation. Usually the guest is also the Party. Guests also include those persons that are accommodated together with such Party (e.g. family members, friends, etc.).

#### 11. Voucher

Offer available at <https://www.projekt-spielberg.com>.

#### 12. Hospitality

The Hospitality area of Projekt Spielberg GmbH & Co KG includes the in-house caterer, the marketing and sale of foods and beverages inside all buildings of Projekt Spielberg GmbH & Co KG, and events by Projekt Spielberg GmbH & Co KG in gastronomy and hotel businesses which are not located on the site of the Red Bull Ring. Partly accessible at <https://www.projekt-spielberg.com>.

#### 13. Consumer and Entrepreneur

These Terms shall be construed as defined by the Austrian Consumer Protection Act (Konsumentenschutzgesetz) as amended.

#### 14. Customer, contract partner

Any natural or legal person in Austria or abroad who enters a legal relationship with Projekt Spielberg GmbH & Co KG and uses the services of the latter by signing a contract relating to the areas of





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Driving Experience or Hospitality, an accommodation contract, or any other contract of Projekt Spielberg GmbH & Co KG.

### 15. PS (= Projekt Spielberg)

Projekt Spielberg GmbH & Co KG, Red Bull Ring Straße 1, A-8724 Spielberg, registered in the companies register of the Regional Court Leoben with no. FN 244307.

### 16. Red Bull Ring

Covers the entire plot area and all facilities of Projekt Spielberg GmbH & Co KG at the address Red Bull Ring Straße 1, 8724 Spielberg. The Red Bull Ring site shall mean the entire area within the plot limits and fences, including the race track, ancillary roads and facilities, the pit lane, as well as the Hospitality areas and green spaces.

### 17. Participant

Any natural or legal person who registers for a Driving Experience event of Projekt Spielberg GmbH & Co KG or a third party, both on the race track of the Red Bull Ring and outside the Red Bull Ring site and actively participates in the Driving Experience event after signing a contract.

### 18. Event

An event is an incidence planned for a limited period of time and with a defined objective or intention, a programme sequence with a thematic, contextual coherence or purpose within the delimited responsibility of PS or another organiser, a person, an organisation, or institution, in which a group of persons participate.

## SECTION A

### 1. General

1.1. The present General Terms and Conditions ("GTCs") are divided in different sections. The headings merely serve to facilitate orientation and clarity, and are otherwise legally non-binding. Each section contains general provisions which apply to all contractual relationships. Further separate provisions regarding Driving Experience events and the Hospitality area are possible and shall apply to these areas in this version as derogating from the general provisions; should these provisions contain gaps and/or if no separate rule exists for the given area, the general rule shall apply. If a matter is not regulated in these GTCs, the rule most favourable to PS shall be deemed agreed. Where separate (participation) conditions are published for an event or a legal relationship (for instance, on the back of admission tickets or on the Internet website of PS), these shall apply where they contradict the present GTCs or govern derogations herefrom, otherwise these GTCs shall also apply. The GTCs do not exclude any special agreements.

1.2. By your written, electronic (internet, facsimile) and/or telephonic registration for an event you accept these General Terms and Conditions (GTC). This also applies in the event that something to the contrary is provided for in the customer's general terms and conditions and the customer no longer expressly objects to this in the following. PS does not accept any deviating general terms and conditions or general terms and conditions of delivery or similar of third parties.

1.3. The GTCs are available at <https://www.projekt-spielberg.com/de/service/agb> and can also be downloaded or printed. We will provide a printed version upon request. In addition, the GTCs are available for prior inspection in the business premises of PS, where customers can book services of PS on site. The respective version as amended at the time of the signing of the contract shall be relevant.

1.4. In the case of an ongoing business relationship, later orders, including oral ones, shall be deemed placed under these GTCs even without a separate reference thereto.

1.5. The contractual services of PS will result only from the respective service specifications for the corresponding event as these are available upon signing of the participation contract. Individual arrangements, amendments or additions to a contract, to these GTCs, or other agreements, shall only become an integral part of the contract and effective if they are expressly confirmed by PS in writing. Unilateral amendments or additions by third parties are invalid.

1.6. In case of doubt, a contract shall be deemed created by implication as a result of the participation in an event; the same shall apply to these GTCs.

## 2. Signing of contract / Order by customer

### 2.1. General

2.1.1. The contract shall be created by the submission of an offer by the contract partner / customer and the acceptance by PS or vice versa. The acceptance of offers by PS shall be valid only if these are submitted in writing. Any oral orders placed by PS must be confirmed by the contract partner in writing within 5 working days. As of the written confirmation, PS shall have the right to withdraw from the order within 5 further working days, without stating any reasons and without thus establishing third-party claims.

2.1.2. Notices of defects must be made in writing immediately not later than within 2 weeks and must be justified accordingly. Where possible, defects in technical or other installations provided by PS will be removed immediately; Payments cannot be retained or reduced unless PS is responsible for such defects.

2.1.3. All prices are gross prices; Net prices must be designated as such; where appropriate, the value-added tax will be shown separately on invoices.

2.1.4. If the customer uses additional services extending beyond those indicated in the offer, the customer will be charged for these additional services.

2.1.5. The following applies to B2B: Any offsetting of claims by PS against counterclaims of any nature whatsoever is ruled out (offsetting prohibition).

The following applies to B2C: As part of a consumer business, the customer may offset only in the event of insolvency of PS or in connection with legal claims, court-established claims, or receivables recognised by PS.

2.1.6. PS is entitled to withdraw from the contract on objectively justified grounds, for example if:

- Force majeure or other circumstances not attributable to PS render impossible the performance of the contract;
- Events are booked stating misleading or false information on essential facts, for instance on the





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- customer or the purpose;
  - PS has good reason to believe that the events may compromise the smooth business operation, the safety, or the reputation of PS or Red Bull in the public eye, without this being attributable to the sphere of influence or the organisational area of PS;
  - There is a violation of these General Terms and Conditions;
  - The operation of PS requires this, for instance due to retrofitting/construction measures, unforeseeable delayed setup/breakdown of large events, and the like.
  - A justified withdrawal by PS does not give rise to any damage claims by the customer.
- 2.2. Driving Experience**
- 2.2.1. Upon registration you bindingly offer us completion of a contract regarding your participation in the respective event ("participation contract"). You may register in writing, orally (on site) or on the phone (telephonically, by facsimile or internet). Registration is effective also for all participants mentioned in the registration, you assuming liability for their as well as for your contractual obligations.
- 2.2.2. The participation contract shall be deemed as effectively concluded only after you received our written confirmation; registrations on site will be confirmed or refused immediately. If the content of the registrations-confirmation deviates from the content of your registration, we did not accept your booking, but we offer you completion of the contract at conditions deviating from the registration.
- 2.2.3. If the customer himself acts as event organiser of a motorsports event at the Red Bull Ring or at individual facilities, the offer signed by the customer will become legally binding upon receipt by PS, though an additional user agreement must be concluded with regard to the respective facilities.
- 2.3. Hospitality**
- 2.3.1. The customer's order shall become legally binding upon the signing of the offer of PS by the customer and its delivery to PS.
- 2.3.2. The offer of PS shall be based on the number of participants stated by the customer. Should the number of participants change compared to the offer (a reduction of not more than 10% compared to the offer shall be free of charge), the customer must notify PS thereof in writing not later than four days before the first day of the event (time of receipt not later than 6.00 pm CEST). If such notification is not made in time or at all, charging will be based at least on the number of participants stated in the offer. If more participants than those indicated in the offer take part in the event, PS will charge the customer based on the number of participants actually determined by PS, which will be binding for the customer. If the number of actual participants exceeds the one indicated in the offer, PS does not guarantee that enough food and beverages can be provided for the extra number of people taking part in the event. If the number of participants is below the one indicated in the offer, charging will be based on the number of participants indicated in the offer.
- 2.3.3. Customer is obliged, at the latest upon conclusion of the contract, to truthfully inform PS as to whether an event is likely to compromise the smooth business operation, the

safety, or the reputation of PS and/or Red Bull GmbH in the public eye.

## 3. Payment conditions / Charging:

### 3.1. General

- 3.1.1. As a rule, payments shall be made on site in cash, or using a credit or debit card. A payment by bank transfer to the bank account of PS is possible only for invoice amounts of 500 euros or more. In case of a default in payment, PS reserves the right to charge customer the statutory annual interest on late payments. Invoices by PS are payable immediately after receipt, without charges or deductions, exclusively to the bank account of PS with discharging effect.

### 3.2. Driving Experience

- 3.2.1. The following applies to B2B: 25% of the agreed total remuneration shall be payable upon conclusion of the contract. Another 50% must be paid not later than 14 days before the beginning of the event, without the requirement to issue a new invoice (receipt of payment on the account of PS). In the event that the period between the conclusion of the contract and the beginning of the event is less than 14 days, 75% of the total remuneration shall be payable and will be invoiced directly upon conclusion of the contract. PS reserves the right to demand payment of the remaining 25% of the agreed total remuneration prior to the beginning of the event and, where appropriate, request the presentation of a payment confirmation prior to the beginning of the event. Any remaining amount and all other additional payments that may arise after conclusion of the contract will be invoiced upon final settlement after the event and will be payable without deduction immediately upon receipt.

- 3.2.2. The following applies to B2C: The participation fee must be transferred to the bank account indicated by Projekt Spielberg GmbH & Co KG not later than 14 days prior to the beginning of training, or paid directly at the Driving Centre or at the information counter, otherwise Projekt Spielberg GmbH & Co KG shall be entitled to withdraw from the contract. Invoices by Projekt Spielberg GmbH & Co KG are payable immediately upon receipt without deductions. Any derogating payment conditions will be indicated on the respective invoice documents. Voucher redemptions will only be accepted after full payment of the voucher.

Bookings for 10 persons or more shall be subject to the same payment conditions as those for B2B customers.

### 3.3. Hospitality

- 3.3.1. 25% of the agreed total remuneration shall be payable upon conclusion of the contract. Another 50% must be paid not later than 14 days before the beginning of the event, without the requirement to issue a new invoice (receipt of payment on the account of PS). In the event that the period between conclusion of the contract and the beginning of the event is less than 14 days, 75% of the total remuneration shall be payable and will be invoiced directly upon conclusion of the contract. PS reserves the right to demand payment of the remaining 25% of the agreed total remuneration prior to the beginning of the event and, where appropriate, request the presentation of





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- 3.3.2. a payment confirmation prior to the beginning of the event.  
Ordered food that has not been consumed will be invoiced, and all opened bottles will be fully charged in accordance with the accepted offer.

#### 4. General conditions

##### 4.1. General

The rules of operation, available on the Internet at <https://www.projekt-spielberg.com>, must be observed and complied with at all events on the Red Bull Ring, including those staged in cooperation with PS.

- 4.1.1. The use of an unmanned machine with a maximum kinetic energy of 79 joules/a model aircraft/an unmanned air vehicle from Class 1 (according to the Federal Law on Aviation (=LFG)) is prohibited on the entire area of the Red Bull Ring.
- 4.1.2. Animals, especially dogs, are not permitted on the entire site of the Red Bull Ring, unless
- these are assistance dogs, that is, accompanying dogs for people with physical and/or mental disabilities,
  - or PS has expressly allowed dogs at the event;
  - in both cases, the dogs must be muzzled and kept on a leash. The owner of the animals brought to the event must take out a public liability insurance for these.

##### 4.2. Driving Experience events

- 4.2.1. Only persons who have signed the participation form (available under [www.projekt-spielberg.com/en/service/general-terms](http://www.projekt-spielberg.com/en/service/general-terms)) shall be entitled to participate. The participants acknowledge that records made by the security-monitoring cameras on the Red Bull Ring are electronically stored and processed and that – if required – they will be used for the detection of criminal acts, accidents, damage and/or other comparable incidents. The recordings will be deleted by PS after a certain period of time. PS may demand appropriate guarantees from participants to cover possible damage (deposit, insurance, etc.).

- 4.2.2. The road traffic regulations (StVO) shall apply to the facilities of PS). Exclusively persons holding a valid driving licence respectively a valid licence for the relevant class are entitled to participate in an event as drivers. The driving licence shall be presented upon registration on the course day before the event begins. If no valid driving licence is submitted we shall be entitled to withdraw from the participation contract without substitution. Registered escorts may be taken along in the vehicle after execution of the participation form and express approval of the instructor.

- 4.2.3. During the entire event the StVO and the rules of operation shall be observed and in the interest of your own safety of others the instructions are to be followed. In case of gross infringements of these rules and/or instructions participants – without being entitled to repayment of the course fee – may be excluded from the event. PS reserves the right to announce rules derogating from the national road traffic regulations, which will apply exclusively to the race track.

- 4.2.4. During the entire event alcohol and drugs are strictly prohibited. Each participant has to be in a physical and mental condition appropriate for participation. We reserve the right to exclude participants with regard to whom there is reasonable suspicion that they are under the influence of

- (residual) alcohol or drugs or any other impairment, which could obstruct safe participation, from the entire or parts of the event, without repayment of the participation fee.

- 4.2.5. All events are held in German. If your knowledge of German does not suffice we advise to call in a translator at your own costs or an escort having sufficient knowledge of the German language. For safety reasons PS reserves the right to exclude participants not provided with sufficient knowledge of the German language from the event. As soon as linguistic understanding of the instructions of the instructor is guaranteed, the course can be made up for at a later time.

- 4.2.6. A participation with the own vehicle shall be allowed only, if the vehicle provably is authorized for road use and is in a roadworthy and reliable condition, in particular meets the relevant legal and technical provisions and a valid liability insurance. Exceptions are possible upon a separate agreement. We reserve the right to check vehicles with regard to their technical condition and if need be to exclude them from the event. There exists no entitlement to a replacement vehicle.

- 4.2.7. You are responsible for the roadworthiness of your vehicle yourself and you have to provide for appropriate insurance cover. On the part of PS there exists no separate vehicle insurance cover for the participants and their vehicles during the event. PS points out to the fact that the vehicle liability insurance of the participants' own cars usually does not apply to timed rounds, and that damage caused in connection with timed drives is not covered by the vehicle liability insurance.

- 4.2.8. If the participant is not also the licensed owner of the vehicle used, the participant shall submit a written declaration of consent of the licensed owner, otherwise he/she will be excluded.

- 4.2.9. Pursuant to the Styrian Event Law both PS and the respective participant are obliged not to exceed legally fixed maximum noise levels. We expressly reserve the right to check the sound power of the single vehicles with a calibrated mobile sound level meter and to exclude participants from the event whose vehicles exceed the maximum values. In case of such exclusion the participant shall not be entitled to any claims what so ever against PS. In particular participation fees will not be refunded.

- 4.2.10. If PS provides a vehicle for participation (rental fee according to the respective service description) the participant accepts the respective vehicle and will treat it with care.

##### 4.3. Hospitality

- 4.3.1. If individual products cannot be delivered for any reason whatsoever, PS reserves the right to replace the products mentioned in the offer with at least equivalent products, in particular to replace the vintage in the case of bottled wines. PS reserves the right to change prices accordingly. Complaints (with regard to quantity or quality) must be reported immediately after the event, otherwise they will be presumed groundless and relevant rights will be lost.

- 4.3.2. If the customer himself acts as the event organiser, and if events in connection with Hospitality require any official registrations or permissions, the customer himself shall be responsible for obtaining these and must fully indemnify and hold PS harmless against any claims of third parties in this respect. The customer is also responsible for the registration and payment of a music performance. The



customer shall fully hold harmless and indemnify PS in this respect.

- 4.3.3. The customer must at his own responsibility manage the required formalities and payments with the responsible institutions in connection with music performances and public address systems arranged by the customer himself.
- 4.3.4. Any of the customer's exhibits and other items, including personal items brought to the event premises and to the site of PS will be at the customer's risk. PS does not accept any liability for loss, destruction, or damage, including financial loss, except in case of gross negligence or intent on the part of PS.
- 4.3.5. Any decorative materials brought to the premises by the customer must comply with the relevant fire safety regulations. PS is entitled to request an official proof of this. Due to the risk of damage, setting up or affixing any personal items is subject to prior consultation with PS.
- 4.3.6. The exhibits and other items brought to the event must be immediately removed after the end of the event. PS may remove and store any items left behind at the expense of the customer. If their removal entails a disproportionately large effort, PS may leave the items in the event rooms or in the event area, and will charge the corresponding room or stand rent to the customer for the time these items remain there. The customer reserves the right to furnish evidence of smaller damage and PS the right to furnish evidence of greater damage.
- 4.3.7. Packaging material (cardboard boxes, cases, plastics, etc.) used in connection with the supply of the event by the customer or third parties must be disposed of by the customer before or after the event. If the customer leaves behind packaging material on the premises of PS, PS shall be entitled to dispose of the material at the expense of the customer.
- 4.3.8. As a rule, the hanging, installing, or the like of advertising material on the premises of PS shall require the prior written approval of PS. In specific cases, PS shall be entitled to demand a fee from the customer for the presentation of such advertising material.
- 5. Data protection**
- 5.1. General**
- 5.1.1. Customer data are treated as strictly confidential and will not be disclosed to third parties without authorisation. PS points out that it stores and processes personal data of its contract partners required for the performance of the contract in accordance with the statutory provisions. Unless precluded for statutory reasons, the contract partner shall have the right to access his personal data, the right to rectify these, the right to erase these, and the right to restrict their processing. The Data Privacy Policy of PS is available at [www.projektspielberg.com](http://www.projektspielberg.com).
- 5.1.2. The participant/customer accepts the rules of operation by signing the statement of participation whereupon he agrees that during the event records of his person in picture and sound may be made and may be used without temporal or local or objective restriction in any present of future media (e.g. TV, internet, data carriers, print) in any form or as often as desired, without him being entitled to any financial benefit resulting therefrom.
- 5.1.3. The participant/customer can also agree that the data disclosed by him in the course of registration (name, address, date of birth, e-mail address, phone number) will be electronically stored and processed and may

furthermore be used for the purpose of sending information material, leaflets and offers of PS and/or Red Bull GmbH and/or Red Bull Media House GmbH.

**6. Liability**

**6.1. Driving Experience**

- 6.1.1. The participation in the event is voluntarily and at the participants own risk. Motorsports is dangerous and may result in injuries and fatal accidents. Due to the prevailing noise levels, participants may suffer hearing damage and/or other damage to their health. The contract partner will assume liability for any damage to the facility (race track including side facilities and pits etc.) and to the provided vehicle arising due to accidents or improper use, personal injury as well as damage to the objects of third parties, in particular to vehicles of third parties, caused by him and the contract partner will in any case assume liability for the full amount of damage and will save PS and any organizations and persons in connection therewith harmless with regard to claims of third parties in connection with respectively resulting from the damaging event caused by him.
- 6.1.2. The contract partner respectively his legal successors renounce claims against PS arising due to negligently caused damage to objects and property caused by PS or by third party services, as well as any indirect damage and loss profit.
- 6.1.3. The following applies to B2B: The liability of PS or its agents is ruled out with respect to material damage caused by gross negligence as a result of foreseeable risks inherent to this type of sports. Generally, PS shall not be liable for damage to property caused by slightly negligent conduct on its part. The burden of proof for gross negligence on the part of PS or its agents for damage to property caused by unforeseeable and atypical risks shall lie with the contract partner. All claims by the contract partner or his legal successors against PS shall become statute-barred within 6 months after determination of the damage and its causer.
- 6.1.4. The following applies to B2C: With regard to risks inherent to the type of sports, in particular due to accidents involving participants which are attributable to themselves or their sports equipment, the contract partner shall participate at the event at his own risk. The participant or visitor at the event is also aware that damage may also occur as a result of unforeseeable and atypical risks such as loss or theft. The liability of PS or its agents with regard to material and financial damage caused to visitors or participants shall be limited to intent and gross negligence. In no event shall PS be liable for damage caused by slight negligence or as a result of risk inherent to the type of sports. The burden of proof for slight negligence on the part of PS or its agents for damage to property caused by unforeseeable and atypical risks shall lie with the visitor/participant.
- 6.1.5. Taking pictures and making films on the area of PS is allowed only subject to our prior written approval. Even in case of approved records their use is permitted only for private purposes not aimed to gain any kind of profit.
- 6.2. Hospitality**
- 6.2.1. In the case of contracts linked to Hospitality, the customer shall be liable for all damage caused by him or his guests within the meaning of the law.



**7. Damages**

**7.1. General**

7.1.1. In the event of slight negligence, PS shall only be liable for personal injuries. In all other cases under consideration, PS shall be liable for damage only in the event of intent or gross negligence, though in accordance with sections 6.1.3. and 6.1.4. PS shall not be liable for indirect damage, lost profit, loss of interest, lost savings, consequential damage, financial loss, damage from third-party claims, and for the loss of data and programmes and their recovery.

**8. Cancellation conditions / right to withdraw**

**8.1. General**

8.1.1. Any cancellation or withdrawal must be made in writing to be effective, and a notification by e-mail will suffice to meet the written form requirement on the part of PS. Different cancellation rates shall apply depending on the area of activity of PS with which the contract was concluded. The periods indicated relate to the receipt of the notice by PS:

**8.2. Driving Experience**

8.2.1. The following cancellation rates shall apply in the event of a written cancellation prior to the beginning of a Driving Experience:

- In case of written cancellation within the last 7 days before the event and in case of non-cancellation 100% of the participation fee.
- In case of written cancellation between the 8. and the 14. day before the event 80% of the respective participation fee.
- In case of written cancellation between the 15. and the 28. day before the event 60% of the respective participation fee.
- In case of written cancellation between the 29. and the 45. day before the event 40% of the respective participation fee.
- In case of written cancellation between the 46. and the 59. day before the event 25% of the respective participation fee.
- Otherwise 15% of the participation fee.

8.2.2. The following applies to B2C: In case of a rebooking PS charges a booking fee to the amount of € 20,-. A substitute participant may be named. Rebookings can be made up to 5 days before the agreed date of the event.

8.2.3. The following applies to B2C: PS reserves the right to break off, postpone or even to cancel events, if a minimum number of 5 participants is not reached, if the weather conditions do not allow that the event takes place without endangering the participants respectively the vehicles used and/or for other important reasons. In this case PS shall provide for an alternate date and if such date is not acceptable for the participant PS will refund the participation fee upon written application (to be received by PS within 14 days as of cancellation, otherwise the above stated cancellation fees shall become due) and the simultaneous withdrawal from the participation contract by the participant. The participant is responsible for the correctness of his account data.

**8.3. Hospitality**

In the area of Hospitality, the customer can withdraw from the contract in writing without stating any reasons. The following cancellation rates shall apply in this respect:

- In case of written cancellation within the last 7 days before the event and in case of non-cancellation 100% of the anticipated fee.
- In case of written cancellation between the 8. and the 14. day before the event 80% of the anticipated fee.
- In case of written cancellation between the 15. and the 28. day before the event 60% of the anticipated fee.
- In case of written cancellation between the 29. and the 45. day before the event 40% of the anticipated fee.
- In case of written cancellation between the 46. and the 59. day before the event 25% of the anticipated fee.
- Otherwise 15% of the anticipated fee.

**9. Written form requirement**

**9.1. General**

9.1.1. Individual arrangements, amendments or additions to the order or the participation contract, and to the GTCs under consideration must be made in writing to be effective.

**10. Severability clause**

**10.1. General**

10.1.1. The invalidity of a part of the Terms and Conditions shall not affect the validity of the remaining terms. The invalid terms will be replaced by such terms that closest reflect the intention of the invalid terms.

**11. Choice of law / Place of jurisdiction / Place of performance**

**11.1. Choice of law**

**11.1.1. General**

These GTCs and all claims and disputes arising from and in connection therewith shall exclusively be governed by Austrian substantive law, to the exclusion of national and international conflict-of-law rules and of the UN Sales Convention.

**11.1.2. Hospitality**

Contracts in the area of Hospitality of PS or purchasing terms defined hereunder in connection therewith shall exclusively be governed by Austrian substantive law, to the exclusion of Austrian private international law and of the UN Sales Convention.

**11.1.3. Place of jurisdiction**

These GTCs, the participation contract, and all claims and disputes arising from and/or in connection therewith, and all disputes arising from the relationship with the supplier, irrespective of the amount in dispute, shall be subject to the jurisdiction of the court having subject-matter jurisdiction for Projekt Spielberg GmbH & Co KG.

**11.1.4. Place of performance**

The place of performance for contracts in connection with the Hospitality area of PS shall be the venue of the event indicated in the offer. Delivery shall take place at the expense and at the risk of the customer. In case of doubt, the place of performance shall be the registered offices of PS.



## SECTION B

Section B contains the general terms and conditions for contracts, legal transactions and service relationships in connection with the hotel industry.

### 1. Execution of the agreement – down payment

#### 1.1. General

1.1.1. The Accommodation Agreement shall be deemed entered into upon the acceptance of the Party's order by the Proprietor (PS). Electronic declarations shall be deemed received when they can be collected by the party to which they are addressed under normal circumstances provided that they are received during the published business hours of the Proprietor.

1.1.2. The Proprietor shall be entitled to enter into the Accommodation Agreement under the condition that the Party makes a down payment. In such event, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written or oral order of the Party. If the Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed entered into upon the receipt of the Party's declaration of consent on the down payment by the Proprietor. Alternatively, credit card data can be requested instead of a down payment.

1.1.3. The Party shall be obliged to make the down payment no later than 7 days (receipt) before the accommodation. The costs for the financial transaction (e.g. remittance fee) shall be paid by the Party. Credit and debit cards shall be subject to the terms and conditions of the issuing company.

1.1.4. The down payment is a partial payment of the agreed fee.

### 2. Start and end of accommodation

#### 2.1. General

2.1.1. Unless the Proprietor offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 2.00 p.m. on the agreed date ("date of arrival").

2.1.2. If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.

2.1.3. The rented rooms shall be vacated by the Party by 10.00 a.m. on the date of departure. The Proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.

### 3. Rescission of the Accommodation Agreement – Cancellation fee

#### 3.1. Rescission by the Proprietor

3.1.1. If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

3.1.2. If the Guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

3.1.3. If the Party has made a down payment (see 1.1.3), the rooms shall be deemed reserved until 12.00 noon on the

day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

3.1.4. Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Party.

#### 3.2. Rescission by the Party – Cancellation fee

3.2.1. The following applies to B2C: Up to 3 days before the agreed day of arrival of the guest at the latest, the accommodation contract can be cancelled without payment of a cancellation fee by the unilateral declaration of the income partner, thereafter 90% of the expected fee is due.

3.2.2. For bookings of 10 persons or more the following applies:

- In case of written cancellation within the last 7 days before the planned arrival and in case of non-cancellation 90% of the anticipated fee.
- In case of written cancellation between the 8. and the 14. day before the planned arrival 80% of the anticipated fee.
- In case of written cancellation between the 15. and the 28. day before the planned arrival 60% of the anticipated fee.
- In case of written cancellation between the 29. and the 45. day before the planned arrival 40% of the anticipated fee.
- In case of written cancellation between the 46. and the 59. day before the planned arrival 25% of the anticipated fee.
- Otherwise 15% of the anticipated fee.

In addition to the above stated cancellation policy the following applies to bookings with a minimum of 10 rooms – regardless of double or single occupation:  
-10% of the reserved allocation can be cancelled at no charge up until 29 days prior to the planned arrival.  
-2% of the reserved allocation can be cancelled at no charge between 28 and 8 days prior to the planned arrival.

3.3. The following applies to B2B: The same cancellation conditions apply as for bookings for 10 or more persons.

#### 3.4. Prevention from arrival

3.4.1. If the Party is prevented from arriving at the accommodating establishment on the date of arrival since this is impossible due to unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Party shall not be obliged to pay the agreed remuneration for the date of arrival.

3.4.2. The obligation to pay the remuneration for the booked stay shall revive as soon as the arrival becomes possible again provided that it becomes possible within three days.

### 4. Provision of substitute accommodation

#### 4.1. General

4.1.1. The Proprietor may provide the Party or the guests with adequate substitute accommodation (of the same quality)



- provided that this is reasonable for the Party, particularly if the difference is insignificant and objectively justified.
- 4.1.2. An objective justification shall, for example, be deemed given if the room(s) has (have) become unusable, guests that have already been accommodated prolong their stay, the establishment is overbooked or this becomes necessary due to other important operational activities.
- 4.1.3. Any extra expenses arising from such substitute accommodation shall be paid by the Proprietor.

**5. Rights of the Party**

**5.1. General**

- 5.1.1. By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and the facilities of the accommodating establishment that are usually accessible to the guests for use without any special conditions and of the usual service. The Party shall exercise their rights in accordance with any eventual applicable hotel and/or guest regulations (rules of the house).

**6. Obligations of the Party**

**6.1. General**

- 6.1.1. The Party shall be obliged to pay the agreed remuneration plus any extra amounts that have arisen from the use of special services by the Party and/or the accompanying guests plus any applicable VAT by the date of departure at the latest.
- 6.1.2. The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, such shall be accepted at the current price if possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall pay any associated costs, e.g. for inquiries with credit card companies, telegrams etc.
- 6.1.3. The Party shall be liable towards the Proprietor for any damage caused by themselves or the Guest or any other persons that receive services of the Proprietor with the knowledge or in accordance with the intention of the Party.

**7. Rights of the Proprietor**

**7.1. General**

- 7.1.1. If the Party refuses to pay or is in arrears with the agreed remuneration, the Proprietor shall be entitled to make use of the legal right of retention in accordance with § 970c of ABGB [Austrian Civil Code] and the legal right of lien in accordance with § 1101 of ABGB with respect to the items brought along by the Party or the Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien in order to secure its claims under the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of damage claims.
- 7.1.2. If services are requested in the room of the Party or during unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the Proprietor shall be entitled to charge an extra remuneration. However, such extra remuneration shall be indicated on the price board for the room. The Proprietor may also refuse such services for operational reasons.
- 7.1.3. The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

**8. Obligations of the Proprietor**

**8.1. General**

- 8.1.1. The Proprietor shall be obliged to provide the agreed services to an extent that complies with its standards.

- 8.1.2. Extra services of the Proprietor that must be indicated accordingly since they are not included in the accommodation remuneration shall, by way of example, include:

- Extra accommodation services that may be invoiced separately, such as the provision of lounges, sauna, indoor and/or outdoor swimming pool, solarium, garages etc.;
- A reduced price shall be charged for the provision of additional beds or cribs.

**9. Liability of the Proprietor for damage to items of guests**

**9.1. General**

- 9.1.1. The Proprietor shall be liable for the items brought along by the Party in accordance with §§ 970 ss of ABGB. The Proprietor shall only be liable if the items have been handed over to the Proprietor or the persons authorised by the Proprietor or deposited in a place assigned by such or intended for such purpose. Unless the Proprietor provides other evidence, the Proprietor shall be liable for its own fault or the fault of its vicarious agents and visitors. In accordance with § 970 sec. 1 of ABGB, the Proprietor shall only be liable up to the amount specified in the Austrian law on the liability of landlords and other entrepreneurs of 16 November 1921 (Bundesgesetz über die Haftung der Gastwirte und anderer Unternehmer) as amended. If the Party or the Guest fails to immediately comply with the Proprietor's request to deposit their items in a special deposit, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the sum insured under the third-party liability insurance of such Proprietor. Any fault of the Party or Guest shall be taken into account.
- 9.1.2. The Proprietor may not be held liable for slight negligence (with the exception of personal injury). If the Party is an Entrepreneur, the Proprietor may neither be held liable for gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential or indirect damage and no loss of profit shall be reimbursed.
- 9.1.3. The Proprietor shall only be liable for valuables, money and securities up to an amount of currently €550.-. The Proprietor shall only be liable for any exceeding damage in the event it has accepted such items for deposition knowing their quality or in the event the damage has been caused by itself or its vicarious agents. The limitation of liability in accordance with 10.1.1 and 10.1.2 shall apply accordingly.
- 9.1.4. The Proprietor may refuse to deposit valuables, money and securities if the items are significantly more valuable than those usually handed over for deposition by the guests of the accommodating establishment.
- 9.1.5. In each event of deposition, liability shall be excluded if the Party and/or Guest fails to immediately notify the Proprietor of the occurred damage. Furthermore, such claims shall be asserted in court within three years from their knowledge or possible knowledge to the Party and/or Guest; otherwise, the right shall become extinct.
- 10. Limitations of liability**
- 10.1. General**
- 10.1.1. The following applies to B2C: If the Party is a Consumer, the Proprietor may not be held liable for slight negligence, except for bodily injury.
- 10.1.2. The following applies to B2B: If the Party is an Entrepreneur, the Proprietor may not be held liable for







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slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The damage to be reimbursed shall at any case be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement (Vertrauensinteresse).

### 11. Animals

#### 11.1. General

- 11.1.1. Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and against extra remuneration.
- 11.1.2. The Party bringing along an animal shall be obliged to properly keep and/or supervise such animal during their stay or to have it kept and/or supervised by a qualified third party at their own expense.
- 11.1.3. The Party and/or Guest bringing along an animal shall have an according animal liability insurance and/or personal liability insurance that covers any potential damage caused by animals. Evidence of such insurance shall be provided to the Proprietor upon request.
- 11.1.4. The Party and/or their insurance company shall be jointly and severally liable towards the Proprietor for any damage caused by the animals brought along. Such damage shall particularly also include any compensation to be paid by the proprietor to third parties.
- 11.1.5. Animals shall not be permitted to enter the lounges, saloons, restaurants and wellness zones.

### 12. Prolongation of the accommodation

#### 12.1. General

- 12.1.1. The Party may not claim for a prolongation of their stay. If the Party informs the Proprietor in time that they intend to prolong their stay, the Proprietor may consent to a renewal of the Accommodation Agreement. However, the Proprietor shall not be obliged to do so.
- 12.1.2. If the Party is prevented from leaving the accommodating establishment on the date of departure since all ways of travel are blocked or unusable due to unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Accommodation Agreement shall automatically be renewed for the duration of such prevention from departure. The remuneration to be paid for this period may only be reduced if the Party is unable to fully use the offered services of the accommodating establishment due to the extraordinary weather conditions. The Proprietor shall be entitled to charge as a minimum the remuneration corresponding to the price usually charged in the low season.

### 13. Termination of the Accommodation Agreement – Early cancellation

#### 13.1. General

- 13.1.1. If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term.
- 13.1.2. If the Party leaves prematurely, the Proprietor shall be entitled to charge the total agreed remuneration. The Proprietor shall deduct anything saved due to the failure to use its scope of services or maintained by letting the booked rooms to other guests. Such savings shall only be deemed to exist if the capacities of the accommodating establishment are fully used upon the Guest's failure to use the booked rooms and the room can be let to other guests due to the cancellation by the Party. The burden of proof

to show that savings have been made shall lie with the Party.

- 13.1.3. Upon the death of a Guest, the Agreement with the Proprietor shall become extinct.

### 14. Sickness or death of the Guest

#### 14.1. General

- 14.1.1. If a Guest gets sick during their stay at the accommodating establishment, the Proprietor shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Proprietor shall arrange for medical care even without the special request of the Guest, particularly if this is necessary and the Guest is unable to do so themselves.
- 14.1.2. As long as the Guest is unable to make decisions or it is not possible to contact the family of the Guest, the Proprietor shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions or their family has been informed about the sickness.

### 15. Place of performance, place of jurisdiction and applicable law

#### 15.1. General

- 15.1.1. The place of performance shall be the place where the accommodating establishment.
- 15.1.2. The provisions of point 9., 10., 11.1.1. and 11.1.3. of Section A apply.

### 16. Miscellaneous

#### 16.1. General

- 16.1.1. Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted according to its name or number. If the relevant month lacks such day, it shall be replaced with the last day of such month.
- 16.1.2. Any declarations shall be received by the other party by the last day of the time limit (12.00 midnight).
- 16.1.3. The Proprietor shall be entitled to offset any of its claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or acknowledged by the Proprietor.
- 16.1.4. If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.

Spielberg, October 2020  
Projekt Spielberg GmbH & Co KG

