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1. Donau Booking• Definitions • Scope and contractual basis

- a) The Tourismusverband Donau Oberösterreich (hereinafter referred to in short as Donau Oberösterreich) operates an internet portal, currently at the www.donauregion.at address. This portal contains an electronic booking system, which is used in particular for the online booking of trips or accommodation booking in the Danube Upper Austria region. Consumers (holidaymakers, guests) can use the portal free of charge to make such online bookings (hereinafter referred to as 'self-booking'). Consumers can first check the availability of individual places of accommodation with third parties (third-party providers, accommodation providers, partners, accommodation establishments, destinations, tour groups) and then complete a booking. Commercial use of the Donau Booking portal, in particular with the charging of fees to consumers for making bookings, is not permitted.
- b) A consumer or guest within the meaning of the present T&Cs is anyone who makes a self-booking via the Donau Booking portal.
- c) 'Accommodation providers' within the meaning of the present T&Cs is anyone (of any group) who offers a travel service on the Donau Booking portal for self-booking by consumers/guests, regardless of the type of service offered.
- d) A 'travel service' within the meaning of the present T&Cs is any service that is offered by an accommodation provider on the Donau Booking portal for self-booking. This includes, in particular, any accommodation provider, even if this is not expressly mentioned below.
- e) The present Terms and Conditions (T&Cs) apply to self-bookings by consumers via the Donau Booking portal of the Danube Upper Austria holiday region.
- f) In addition to the present T&Cs, the General Terms and Conditions for the Hotel Industry in Austria also apply to self-bookings, in their latest version at the time of booking (www.donauregion.at/agbh).

2. Services of Tourismusverband Donau Oberösterreich - Self-booking

- a) Donau Oberösterreich offers every consumer/guest the opportunity to book (travel) services from third parties directly, and independently, via the Donau Booking portal ("self-booking").

- b) Donau Oberösterreich does not offer any travel services at all itself and is not responsible for any. It purely provides the Donau Booking portal as a marketplace. Within the framework of the Donau Booking portal, Donau Oberösterreich therefore does not provide any assurance or guarantee of travel or accommodation, etc., but only the possibility of booking travel services directly with an accommodation provider. This accommodation provider acts as an independent service provider of travel services. **Only the accommodation provider becomes a contractual partner of the consumer/guest with regard to the booking of a travel service. Therefore, the booking does not constitute a travel event contract between the consumer/guest and Donau Oberösterreich;** and the provisions of §§ 31b et seq. of the Austrian Consumer Protection Act [KSchG] (travel event contract) do not apply.

3. Availability of the Donau Booking portal • Blocking a customer • Booking process

- a) The consumer/guest has no entitlement for the Donau Booking portal to be permanently available for bookings. Donau Oberösterreich reserves the right to discontinue the Donau Booking portal at any time, temporarily or permanently, in whole or in part, to operate it under a different internet address or under several internet addresses and to change the Donau Booking portal in any form. In addition, it is not excluded that the Donau Booking portal will be permanently or temporarily unavailable for technical reasons, for reasons of force majeure or for other reasons beyond the control of Donau Oberösterreich, for which Donau Oberösterreich assumes no responsibility. **The permanent operation of the Donau Booking portal is therefore not a fundamental part of Donau Oberösterreich's services. Donau Oberösterreich therefore assumes no liability whatsoever for the availability of the accommodation offered by the accommodation providers.** With the exception of minor negligence, no liability can be assumed for any errors in data collection or data transmission.
- b) Each booking of a consumer/guest on the Donau Booking portal is transferred by Donau Oberösterreich as an intermediary on behalf of the consumer/guest to the respective accommodation provider.
- c) The use of the Donau Booking portal by the consumer/guest is free of charge.
- d) Donau Oberösterreich reserves the right to temporarily or permanently exclude any consumer/guest from using the Donau Booking portal at any time, in particular if there is an important reason (blocking the customer; blocking customer access)

4. Contract for the (travel) service

By booking a (travel) service, the consumer/guest concludes a contract with the accommodation provider for the service offered by the latter on the Donau Booking portal. The contract for the respective (travel) service of the accommodation provider is concluded with a booking on the Donau Booking portal exclusively and directly between the consumer/guest and the accommodation provider they select. All claims and obligations arising from the accommodation contract or travel event contract, and in particular also any claims and obligations arising from §§ 31b et seq. of the Austrian Consumer Protection Act [KSchG] exist directly and exclusively between the consumer/guest making the booking and the accommodation provider they select.

5. Prices

- a) The prices for any services provided by an accommodation provider are the prices that apply to bookings made via the Donau Booking portal.
- b) A booking is made at the currently valid daily rate, which is available for the selected travel date in the Donau Booking portal. Last-minute, seasonal, weekend or special promotional prices available on the Donau Booking portal are automatically taken into account when booking. The prices offered by the accommodation provider on the Donau Booking portal are guaranteed by this for each booking made.

However, the consumer/guest cannot assert any claim whatsoever against Donau Oberösterreich for this.

- c) The prices on the Donau Booking portal are obtained exclusively from the respective accommodation provider. Each accommodation provider is legally obliged to display or have displayed the respective final price including taxes and VAT. In the case of any breaches of this, we ask for Donau Oberösterreich to be notified.
- d) The prices can be automatically transferred from third-party systems (in particular from systems of the accommodation providers) to the Donau Booking portal. These prices, which are transferred from a third-party system to the Donau Booking portal, are continually updated. Nevertheless, it cannot be completely ruled out that accommodation will no longer be available at the price displayed in the list of results (the list of accommodation providers that appear in a booking request with available accommodation). In this case, the binding bookable price will only be displayed on the accommodation provider details page after the search query. **The consumer/guest therefore has no guarantee of the prices on the result list, and must check the price of their booking on the accommodation provider details page. For the booking, the price that appears on the accommodation provider details page applies.**

6. Payment • Booking confirmation

- a) The price confirmed on the Donau Booking portal for the (travel) service (accommodation) must be paid by the consumer/guest directly to the accommodation provider.
- b) Donau Oberösterreich does not make any payments on behalf of the consumer/guest.
- c) The confirmation of the booking (booking confirmation) appears on the screen immediately after the booking and can be printed out by the consumer/guest. It is recommended to print out the booking confirmation and present it to the accommodation provider. The booking of the accommodation is completed on the portal and is also valid without booking confirmation; the booking confirmation therefore only has an evidential function. The booking confirmation will also be sent to the consumer/guest by e-mail. It is expressly pointed out and is deemed to have been agreed that Donau Oberösterreich cannot check the receipt of an emailed booking confirmation due to technical limitations.

7. Changes and cancellations

- a) Cancellation by the consumer/guest:
In case of a cancellation of the booking by the consumer/guest on the Donau Booking portal, a cancellation number will be automatically assigned. This cancellation number serves as proof of the cancellation and therefore must be noted and stored. In the case of a cancellation, in particular a cancellation after the expiry of the cancellation period, the notification of the consumer/guest will only be forwarded by Donau Oberösterreich to the accommodation provider. The accommodation provider then decides on the basis of the agreement made with the consumer/guest, in particular in accordance with the General Terms and Conditions for the Hotel Industry, on a possible cancellation fee. In the event of an early departure, the accommodation provider can make a claim for any damage incurred.
- b) Cancellation by Donau Oberösterreich:
In order to prevent the abuse of the free booking system in the Donau Booking portal and not to unnecessarily burden the accommodation providers with fake bookings, Donau Oberösterreich reserves the right to cancel a booking in individual cases if Donau Oberösterreich is unable to make a query under the telephone number provided by the consumer/guest or the consumer/guest otherwise cannot be reached under the contact details provided. In these cases, there is no entitlement to the provision of the booked (travel) service (in particular accommodation). The same applies if bookings have been made frequently in the past under the e-mail address provided by the consumer/guest and the consumer/guest has not used the (travel) service or if a query on behalf of Donau Oberösterreich about this has not been answered. There is no direct contractual relationship established between Donau Oberösterreich and the consumer/guest in this way.

8. Accommodation categories • Accommodation provider information

The regular international accommodation classification according to stars gives a non-binding indication of the accommodation standard. The accommodation classification indicated on the Donau Booking portal is based on the respective categorisation procedure of the responsible chambers (e.g. Chamber of Commerce, etc.). All additional accommodation provider information and descriptions are based on the accommodation provider's own information. Donau Oberösterreich assumes no liability whatsoever for this.

9. Data protection

- a) It is expressly noted that personal data of customers (first name, last name, street / house number, postal code, city, country, e-mail address, possibly also telephone number) is transferred to accommodation providers, who need to receive this data for the booking process. The consumer/guest agrees to this.
- b) This data will only be passed on to the extent necessary for a booking. No transfer for other purposes will take place. In all other respects, the statutory data protection regulations are complied with during data collection. Donau Oberösterreich will not transfer data to third parties who are not accommodation providers without the consent of the consumer/guest, or otherwise use this data. However, the customer/guest agrees that their personal data (first name, surname, street/house number, post code, city, country, e-mail address, possibly also telephone number) will be included in the customer file of Donau Oberösterreich and processed in this way by Donau Oberösterreich so they can be informed about products, innovations and price promotions of Donau Oberösterreich by post, fax or e-mail. When information is gathered and passed on for statistical purposes, it does not contain any personal data.
- c) The processing of the booking via the Donau Booking portal is conducted with the help of automatic data processing. Data entered by the consumer/guest on the Donau Booking portal will therefore be processed electronically by Donau Oberösterreich. Donau Oberösterreich is authorised to process and store personal customer data (first name, surname, street/house number, post code, city, country, e-mail address, possibly also telephone number) on computers, insofar as this serves to assist the booking via the Donau Booking portal.
- d) The consumer/guest acknowledges that in countries that are not members of the EU, a lower level of data protection may exist than in the EU.
- e) The customer/guest acknowledges that they can revoke the above declarations of consent at any time in writing by post to Tourismusverband Donau Oberösterreich, Lindengasse 9, 4040 Linz or by email to: info@donauregion.at.

10. Other

- a) The transfer of data to other data carriers, even in part, or the use for purposes other than those outlined is only allowed with the express permission of Donau Oberösterreich.
- b) **Does not apply to consumer transactions (!):** Substantive Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of private international law, insofar as this refers to the application of foreign law. The place of fulfilment and jurisdiction is, in any case, exclusively Linz.
- c) The use of the Donau Booking portal and its content is only permitted for an individual search of accommodation bookings. Automated searches are not permitted. Donau Oberösterreich also expressly points out that its data material is protected by copyright and therefore the reproduction of this (in particular by automated reading/'scraping') is prohibited. In particular, the use of the data material of Donau Oberösterreich (such as search results, in particular) for communications purposes is prohibited.

- d) Links contained on the Donau Booking portal to websites of other companies (third-party providers) are provided only in the interest of the user. If you click on such a link, you will leave the Donau Oberösterreich website. Donau Oberösterreich has no influence on the content of the websites of third parties (third-party providers). Donau Oberösterreich can therefore not assume any liability for this third-party content. Permanent monitoring of the content of the linked pages is not a reasonable expectation without concrete evidence of a violation of the law. If it becomes aware of legal violations, Donau Oberösterreich will remove such links immediately. The website of a third-party provider is therefore accessed via a link on this website at the sole responsibility of the user.