

General Terms and Conditions Pratercard

The following "General Terms and Conditions Pratercard" (GTC) apply to contracts concluded with you as a customer when purchasing or loading the Pratercard via the website www.pratercard.at (currently not possible at the point of sale "Information am Riesenradplatz"), provided that the Vienna Prater Association proves that you as a customer have actually taken note of and agreed to them.

1. **Publisher:** The Vienna Prater Association, Prater 7/1, 1020 Vienna, is the publisher of the Pratercard.
2. **The Pratercard** is a reloadable, regionally restricted cash value card with which you can make cashless payments at participating showmen's and catering establishments (hereafter referred to as "Partner Establishments") in the special area of the Vienna Prater, 1020 Vienna. The current list of partner businesses at the time of the agreement of these General Terms and Conditions can be found as Annex ./1 to these General Terms and Conditions and also on the Internet at www.pratercard.at/terms. The Pratercard can only be used to pay for the services of the partner establishments. The number and composition of partner establishments may change from calendar year to calendar year due to the addition and/or departure of partner establishments, as new agreements may be concluded with or (unlimited) partner agreements may be terminated by individual partner establishments at the end of each year.
3. **Warranty:** The Vienna Prater Association is liable for the provision of the service in accordance with the statutory provisions of warranty law, but exclusively with regard to the proper processing of payments for the services purchased from the partner businesses by means of the Pratercard. On the other hand, the Vienna Prater Association is not liable for the provision of services by the partner businesses.

The contract for the use of services of the partner companies is concluded exclusively between these companies and the respective customer. Terms and conditions of use and transportation or general terms and conditions of the respective partner company are therefore not subject matter of the contractual relationship between the customer and the Vienna Prater Association. The Vienna Prater Association does not assume any liability for adverse consequences resulting from the customer's failure to meet the personal requirements for the use of the service (such as minimum age, minimum height or other physical requirements).

4. **Liability:** The liability of the Vienna Prater Association for contractual breaches of duty and for tort, is limited to intent and gross negligence. This does not apply in the case of injury to life, body and health and claims for breach of cardinal obligations and compensation for damage caused by delay. In this respect, the Vienna Prater Association shall be liable for any degree of fault.
5. **Failures caused by technical reasons:** Temporary technical failures of the Pratercard payment service cannot be completely ruled out. The Vienna Prater Association will correct any interruption or other technical malfunction of which it becomes aware without culpable delay.
6. **Transferability:** The Pratercard is not personal and transferable.
7. **Credit:** The Pratercard can be loaded with a maximum credit of € 250. No rate of interest is paid on the credit balance. The Pratercard can be recharged at the point of sale or in the webshop at www.pratercard.at.

The current balance of the Pratercard can be checked at the point of sale, at the acceptance points and in the backend of the card after its registration.

8. **Validity:** The loaded credit of the Pratercard is valid in the year of issue until the end of the year, plus 4 full calendar years. With each recharge within the validity period, the validity starts again.

After expiration of its validity, the Pratercard is blocked.

However, after expiration of its validity within 4 years, the Pratercard can be extended once and free of charge for 4 years beyond its validity. Until the expiry of these 4 years, the credit balance on the Pratercard can also be refunded. The refund can be requested by sending a photo of the Pratercard card with recognizable card number, as well as contact and account data (for bank transfer) to info@pratercard.at

A Pratercard whose validity has expired for more than 8 years can no longer be reactivated and therefore no refund can be made.

9. **Loss of the Card:** In case of loss or theft, the Pratercard will not be replaced. It is not possible for the Vienna Prater Association to block a Pratercard or to prevent its use by unauthorized persons.
10. **DSGVO:** The Vienna Prater Association collects, processes and uses your personal data with your consent, which you give by accepting these GTC; this in compliance with the provisions of data protection and civil law.
- a. We will only process personal data that is necessary for the implementation and processing of the services and which you have made available to us. The deletion of the order data takes place according to accounting rules after 7 years.
 - b. Only our order processor for the webshop "treat xD GmbH", 1100 Vienna, has access to the data you entered into the backend. We can arrange the deletion of this data for you.
 - c. There is neither a resale to third parties, nor profiling.

As a customer, you have the right to information about your stored personal data and the purpose of data processing at any time, as well as a right to rectification, data transfer, objection, restriction of processing and blocking or deletion of incorrect or inadmissibly processed data. You have the right at any time to cancel any consent you have given for the use of your personal data. Your request for information, deletion, correction, objection and/or data transfer can be sent to the address of the Vienna Prater Association.

If you are of the opinion that the processing of your personal data by us violates applicable data protection law or that your data protection rights have been violated in some other way, you have the option of complaining to the competent supervisory authority. In Austria, the data protection authority is responsible for this.

Your personal data is protected by appropriate organizational and technical precautions. These precautions relate in particular to protection against unauthorized, unlawful or even accidental access, processing, loss, use and manipulation. In order to fulfill the services of the Vienna Prater Association, it may also be necessary to forward your data to third parties (e.g. service providers of the Prater Association, participating businesses, tax consultants, etc.). Any forwarding of your data will be carried out exclusively on the basis of the DSGVO. The data will not be kept longer than is necessary for the performance of contractual or legal obligations.

11. It is agreed that Austrian law shall apply to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods..
12. In the case of contracts with entrepreneurs, the exclusive jurisdiction of the court having subject-matter jurisdiction in Vienna Inner City is agreed upon.