

**GENERAL CONSUMER BOOKING CONDITIONS (GCBC)**  
**of Tiscover AG**  
**(as of 10 February 2003)**

**1. General**

- 1.1 These General Consumer Booking Conditions (GCBC) govern the reciprocal rights and obligations between Tiscover AG Travel Information Systems ("Tiscover"), as operator of internet based information and booking systems (the "System"), and the End Consumers using the System for retrieval of information and for booking ("End Consumers"). They do not apply to the legal relationships between the third-party providers of tourism services which make accommodation and holiday package offers bookable via the System ("Tourism Service Providers") and End Consumers. These are governed by Tiscover's General Accommodation Booking Conditions (GABC) ([www.tiscover.com/gabc](http://www.tiscover.com/gabc)).
- 1.2 Tiscover may amend these GCBC from time. Any amendment is legally binding as soon as the amended GCBC are retrievable at [www.tiscover.com/gabc](http://www.tiscover.com/gabc). End Consumers are advised to review the current GCBC before each booking made by them on the System.
- 1.3 By using the System, the End Consumers expressly acknowledge the validity of these GCBC and agree that any agreement with Tiscover shall be governed by these GCBC.

**2. Accommodation and holiday package bookings**

- 2.1 Tiscover provides services comprising the availability search, reservation and booking, by electronic means only, of accommodation and holiday packages from Tourism Service Providers (the "Services"). The Services are deemed provided upon booking, when the End Consumers receive an electronic booking confirmation.
- 2.2 Reservation requests and information requests are non-binding. Responses to such requests are provided not by Tiscover, but by the respective addressee Tourism Service Providers. Bookings are made online within the scope of the quota which the respective Tourism Service Providers maintain themselves. Online bookings when confirmed by the Tourism Service Providers are legally binding on the Tourism Service Providers and the End Consumers and are subject to the GABC.
- 2.3 Accommodation and holiday packages resulting from the search parameters (category, length of stay, etc.) entered by the End Consumers into the System will be ranked randomly. The sequence of search results constitutes no recommendation of Tiscover with respect to the quality of the service the Tourism Service Providers have to or are expected to provide.

**3. Contracts and payment**

- 3.1 Contracts for the Services ("Service Contracts") are concluded directly between the Tourism Service Providers and the End Consumers upon receipt by the End Consumers of the online booking confirmation. All claims and obligations arising from the Service Contract exist directly and exclusively between the End Consumers and the respective Tourism Service Providers.
- 3.2 For any online booking requested through the System, Tiscover may collect from the End Consumers the End Consumers' non-refundable deposit shown in the booking screen of the System, using the payment method the End Consumers have selected.
- 3.3 For any online booking, the End Consumers will receive a booking confirmation, indicating the procured accommodation or holiday package, and detailing the non-refundable deposit collected by Tiscover. If the End Consumers arrive at the Tourism Service Providers' establishments, they shall present the booking confirmation, and the Tourism Service Providers will deduct the non-refundable deposit from the total price of the service used.
- 3.4 The End Consumers must pay the remaining price for the overnight stay directly to the Tourism Service Providers. If the End Consumers wish to pay by credit card, they shall ensure before commencing the journey that the Tourism Service Providers accept the relevant credit cards.
- 3.5 The prices stated in the System are the exclusive responsibility of the Tourism Service Providers. In general, these prices include all charges, taxes and other expenses that will accrue, except for apartment rentals for which, as a rule, only the price of the apartment is indicated. However, providers of apartment rentals are expected to state that certain expenses will accrue in addition to stated prices, and to disclose these expenses accordingly.

#### **4. Cancellation of bookings and trip cancellation insurance**

- 4.1 Any cancellation by the End Consumers of a booking made through the System is legally effective only if the End Consumers give notice to both Tiscover and the Tourism Service Providers.
- 4.2 All cancellations of bookings must be made in writing (by email, fax or letter).
- 4.3 Any bookings that are cancelled 30 days or more prior to the agreed arrival date are free of charge for the End Consumers, except for a flat-rate processing fee of €10 payable to Tiscover. The End Consumers' deposit, less the processing fee, will be refunded by Tiscover within two months by wire transfer. If the deposit is lower than the processing fee of €10, no refund will be made.
- 4.4 In case of any cancellation 29 days or less prior to the agreed arrival date, Tiscover will retain the total deposit as cancellation fee. In addition, the terms and conditions of cancellation between the Tourism Service Providers and the End Consumers laid down in the GABC are applicable.
- 4.5 If the End Consumers do not give notice to Tiscover of their cancellation, Tiscover will retain the End Consumers' deposit.
- 4.6 In case of fraud by third parties or technical errors during booking, Tiscover reserves the right to cancel booking confirmations until the date of arrival without stating any reasons.
- 4.7 If the accommodation or holiday package is not used, if End Consumers do not show up on the agreed date, or if a booking is cancelled within 24 hours after the online booking, Clause 4.4 shall apply.
- 4.8 Insurance: Optional trip cancellation insurance may be provided in the online booking form of the System. Insurance booked via the System shall be subject to the general terms and conditions of the insurance company providing this service on the System. Insurance contracts will be directly between the End Consumers and the insurance company, and documents and payment will be processed accordingly.

#### **5. Booking of other tourism services**

- 5.1 Tiscover may make available to End Consumers via the System other tourism services, such as transport (e.g. flight, rental car, train), event tickets, ski passes, etc. ("Related Services"). Related Services shall be subject to this GCBC and to the general terms and conditions of the relevant airline companies, rental car companies and other organisers or providers ("Related Tourism Service Providers"). Tiscover will, in any event, only sell third-party services.
- 5.2 The Related Tourism Service Providers will provide Related Services on their own behalf and for their own account. Any contracts and payments for Related Services shall be exclusively processed between the Related Tourism Service Providers and the End Consumers.

#### **6. Liability**

- 6.1 Nothing in these GCBC shall be construed to exclude or limit either party's liability in respect of personal injury or death caused by negligence.
- 6.2 The System and its contents are provided by on an 'as is' basis and without any warranties or guarantees of any kind including without limitation warranties of title or implied warranties of satisfactory quality or fitness for a particular purpose. The End Consumers shall bear the risks associated with the use of the internet. Tiscover does not guarantee that End Consumers or any third parties will be able to access the System at any particular time. The End Consumers acknowledge that the need for routine maintenance and error correction may result in down time and that Tiscover cannot control the timing or volume of attempts to access the System.
- 6.3 Tiscover disclaims any liability for any consequential damage arising from the non-availability of the System or service interruption and for any incorrect bookings or malicious misuse of the System by third parties; this disclaimer applies in particular to prices for the accommodation or holiday package and Related Services booked through the System, cost of arrival and departure as well as expenses incurred in connection with online bookings, loss of savings and loss of data.
- 6.4 Tiscover disclaims any liability for the price quotations prepared by the Tourism Service Providers and Related Tourism Service Providers, the correctness and completeness thereof as well as for the quality of the Services, and it disclaims any liability for accuracy of data, information and photos (i.e. third-party information) respective Tourism Service Providers or Related Tourism Service Providers have entered in the System.
- 6.5 Nothing in these GCBC shall exclude or limited Tiscover's liability for loss or damage intentionally caused, or caused by its gross negligence. Any claims that are based on inalienable provisions of product liability legislation are not affected.
- 6.6 Any liability for pure pecuniary damage shall not exceed the deposit collected by Tiscover.

## **7. Privacy policy**

- 7.1 Tiscover will process personal information on the basis of the privacy policy provisions applicable from time to time.
- 7.2 Tiscover will process and use personal information provided by the End Consumers (name, postal address, email address, telephone number, data for payment processing, etc.) only to the extent such information is required to state reasons for the bookings.
- 7.3 Tiscover may deliver the collected personal information to Tourism Service Providers, Related Tourism Service Providers and financial service partners for payment processing, provided this is necessary to process information requests, reservation requests and bookings.
- 7.4 The End Consumers agree that Tiscover may collect, process and use the collected personal information for consultation, advertising, market research and customized structuring of offers and services. End Consumers may revoke this consent by notifying Tiscover in writing that they do not wish such personal information to be disclosed save as is necessary to perform the Services or as required by applicable law.

## **8. Final provisions**

- 8.1 Exclusive place of performance and place of jurisdiction, to the extent permitted by law, shall be Innsbruck, Austria.
- 8.2 Oral commitments made by Tiscover employees must be confirmed by Tiscover senior management in writing to be legally effective.
- 8.3 The booking contract is governed by and construed in accordance with Austrian law, to the exclusion of the UN Sales Convention.