General Terms and Conditions

These general terms and conditions apply likewise to all categories of the Wörthersee Plus Card.

1.Service:

With the purchase of the Wörthersee Plus Card the guest is entitled to take advantage of the offers presented in this brochure, according the card's category and according to the present general terms and conditions. Those are inclusive benefits offered by Wörthersee Plus Card inclusive partners or bonus benefits offered by Wörthersee Plus Card bonus partners. Inclusive benefits include the use of the offered service, which has already been compensated by purchasing the Wörthersee Plus Card.

Bonus benefits entitle to a reduction of at least 10% off the price which is to be paid for the particular service used.

The non-binding content of the brochure is – besides the purchased card category – always authoritative for the extent and kind of service which can be claimed.

2.Scope of services / liability:

All partners are obligated to put their as Wörthersee Plus Card offers marked services at the disposal of Wörthersee Plus Card holders, within promotion period, normal business hours and general terms and conditions of business or transport.

Bonus partners are subject to the best price guarantee and have to grant Wörthersee Plus Card holders better or equal conditions than any other individual costumer.

Limitations in the use of Wörthersee Plus Card offers can generally arise due to the opening hours of some Wörthersee Plus Card partners which, mainly due to circumstances attributed to weather and season, do not cover the full promotion period of Wörthersee Plus Card offers. The opening hours given without engagement in this brochure and any information given by the Wörthersee Plus Card partners (i.e. the respective website, etc.) are therefore to be observed.

Moreover, the Wörthersee Tourismus GmbH reserves the right to end the agreement with individual inclusive partners and bonus partners at any time, even within the promotion period, due to important reasons, without having to compensate Wörthersee Plus Card holders for the subsequently omitted possibility to use the offered services.

In general, the Wörthersee Tourismus GmbH and its cooperation partners do not assume any liability for any damage card holders might sustain while using the offered services. When using such services, the card holder becomes a contractual partner of the particular Wörthersee Plus Card partner, so that claims, whatever they may be, are to be asserted exclusively to the respective Wörthersee Plus Card partner.

3. Toll roads / boat lines / cable cars:

On toll roads every passenger (motorcycle, car or bus passenger) has to have a valid Wörthersee Plus Card, otherwise a proportional toll is charged.

Boat line offers relate to scheduled trips according to timetable, but not to special events and special services.

The Wörthersee Plus Card is a leisure card and not a sports card. Cable car offers does therefore not refer do daily repeated rides for the purpose of sport activity (among others paragliding, tobogganing, cycling).

4. Issuing conditions:

The Wörthersee Plus Card is free-of-charge by certain accommodation facilities for the duration of stay and cannot be acquired by purchase.

5. Validity conditions:

The Wörthersee Plus Card is non-transferable and is only valid in conjunction with valid photo identification. All Wörthersee Plus Card services can therefore be used exclusively by the named holder within the Kärnten Card validity period (promotion period).

The promotion period, within which guests can take advantage of the services after purchasing the Wörthersee Plus Card, is defined in the annually issued Wörthersee Plus Card brochure. The validity period of each Wörthersee Plus Card is determined by the purchased service package.

The Wörthersee Plus Card and its service packages are valid for the calendar year of their purchase. No refund is applicable for costs for unused or only partly used cards and service packages.

6. Use:

In order to obtain Wörthersee Plus Card benefits, the card holder shows his Wörthersee Plus Card to the respective partner, who will check the validity. The card holder is obligated to show valid photo identification upon request. If the card holder is not able to do so, Wörthersee Plus Card services can be refused.

7. Misuse:

In case of misuse or suspected misuse the individual partners are entitled and obligated to confiscate the card without compensation.

Transferring the Wörthersee Plus Card to a third person is not allowed and may result in consequences under criminal law!

8. Cards for children:

The age group discounts are based on the birth year indicated in the Wörthersee Plus Card borchure for the respective calender year.

9. Use of personal data:

With the purchase of the Wörthersee Plus Card the card holder expressly agrees that his personal data (name, date of birth, postal and email address and phone number) may be passed to the Wörthersee Tourismus GmbH.

The card holder furthermore agrees to receive information from the cooperation partner via phone, fax, e-mail and SMS for advertising purposes, direct advertising or in the form of bulk mail about current subscription offer, books, leisure and cultural events. The card holder is entitled to revoke his approval to the use of personal data at any time in written form.

10. Theft/ loss:

In case of theft or loss of the card, the guest can report this occurrence to any issuing office. The Wörthersee Tourismus GmbH and its cooperation partner are not liable in case of theft or loss.

11. Applicable law / legal venue:

Any legal relationships between the Wörthersee Tourismus GmbH and the card holder are exclusively subject to Austrian law except for the UN law of sale (UNCITRAL) and the reference provisions of the conflict of laws (IPRG).

Any legal dispute emerging from or being related to the legal relationships between the Wörthersee Tourismus GmbH and the card holder, the responsibility of the court responsible for Villach, Austria is agreed.