

General Terms and Conditions for the Murau GästeCard

1. General Provisions

These General Terms and Conditions (GTC) apply to every holder of the Murau GästeCard and are based on the agreement between Murau Gästekarte GmbH and the participating companies within the cooperation for the "Murau GästeCard."

2. Definition

The Murau GästeCard enables all persons owning a valid Murau GästeCard to access attractions in the region under the current conditions. The defined services are marked as such and listed and described in the Murau GästeCard brochure. The validity period (Card Season) is determined by Murau Gästekarte GmbH and is described in the Murau GästeCard brochure.

3. Scope of Services

The utilization of services leads exclusively to a contractual relationship between the holders of the Murau GästeCard and the Murau GästeCard service partner offering the services.

The holders of the Murau GästeCard acknowledge that the operating times of some partners, especially due to weather and seasonal conditions, may not coincide with the entire period of the Murau GästeCard season. At some establishments, longer waiting times may occur due to capacity reasons, and some services can only be utilized by prior arrangement. Holders of a Murau GästeCard agree to the stated opening and business hours, any access restrictions, and the capacity notices of the Murau GästeCard service partners and waive any claims for damages if the offered services are not provided or only partially provided. Murau GästeCard service partners are only liable for gross negligence and intent, not for slight negligence. Furthermore, there is no liability for any clothing or other valuables brought along.

Holders of the Murau GästeCard also acknowledge that Murau Gästekarte GmbH is entitled to terminate the agreement with individual Murau GästeCard service partners for important reasons during the season or contract period and thus possibly during the validity of individual GästeCards. No claims of any kind can be made against Murau Gästekarte GmbH or the Murau GästeCard service partners as a result.

4. Non-Transferability / Damage / Loss

The Murau GästeCard is non-transferable and valid only in conjunction with a valid photo ID. It may only be used by the person whose name is on the card or stored in the barcode. No replacement can be provided in case of non-use. Loss, damage, or technical defects must be reported to Murau Gästekarte GmbH immediately. The guest can be issued a new Murau GästeCard promptly by the host. The lost or damaged card loses its validity immediately upon the issuance of the new guest card.

5. Validity

The GästeCard is valid within the period indicated on the card (usually the guest's stay in the region), but never outside the card season and automatically loses its validity then.

The validity is checked by the partner companies, see also point 2 - Murau GästeCard Season.

6. Usage

To obtain the card benefits, the cardholder presents their Murau GästeCard, which is checked for validity and identity by the Murau GästeCard service partner using an acceptance device or by mere visual inspection with a note of the card number and the cardholder's name.

7. Misuse

In case of misuse of the Murau GästeCard, the Murau GästeCard service partners are authorized and obliged to confiscate the guest card without replacement. The cardholder is liable for the misuse of the card by third parties. In case of theft or loss, the cardholder must promptly report the incident to Murau Gästekarte GmbH at +43 (0) 676 626 99 11 or at office@muraugaestekarte.at.

8. Disclaimer

The holders of the Murau GästeCard acknowledge that Murau Gästekarte GmbH is only responsible for the technical processing between the holders of the Murau GästeCard and the Murau GästeCard service partners.

The holders of the Murau GästeCard waive any conceivable warranty or damage claims against Murau Gästekarte GmbH, regardless of whether the Murau GästeCard service partner is at fault or not. It is stated that - in case of liability - Murau Gästekarte GmbH is not liable for such damages, as the Murau GästeCard service partners are not vicarious agents of Murau Gästekarte GmbH. Likewise, the holders of the Murau GästeCard have no claim for damages against Murau Gästekarte GmbH if any services listed in the brochure are not provided by the Murau GästeCard service partners.

9. Jurisdiction

For all disputes arising from the use of the Murau GästeCard or any damage or warranty claims, the exclusive jurisdiction of the District Court of Murau and the exclusive application of Austrian law is agreed upon.

10. Data Protection

By using the Murau GästeCard, the cardholder expressly agrees to the use of their stored address data for marketing purposes by Murau Gästekarte GmbH, whereby the cardholder can revoke this consent at any time.