

General Terms and Conditions

ONE BIG PARK - Salzburger Land Tourismus GmbH

1.

ONE BIG PARK is an online tourism platform provided by Salzburger Land Tourismus GmbH, which is registered in Hallwang and is referred to hereafter as Salzburger Land.

Salzburger Land's services are provided exclusively on the basis of these General Terms and Conditions.

Ancillary agreements, reservations, alterations or supplements are only valid in writing; this also applies to any deviation from this requirement. Any conditions imposed by the contractual partner which are contrary to or vary from these General Terms and Conditions will only become effective if approved expressly and in writing by Salzburger Land, even where Salzburger Land has knowledge of these.

Where a specific condition contained in these General Terms and Conditions is ineffective, the remaining conditions are not invalidated and remain legally binding. The ineffective condition is to be replaced by one which is effective and comes closest in spirit and purpose.

2. Completion of contract

The contractual relationship between Salzburger Land and the User comes about when the User registers for one of the services of Salzburger Land and when the User's account is subsequently activated by Salzburger Land.

3. Object of contract

The object of the contract is the services offered by Salzburger Land as part of the ONE BIG PARK online tourism platform.

The precise scope of the services rendered by Salzburger Land ensues from their descriptions on the website as applicable in each case; the descriptions constitute an integral part of this contract.

The User is hereby notified that ONE BIG PARK is continually being developed and accepts any small but essential service modifications which may therefore result.

4. User data

On registering, Users are obliged to provide true and accurate correct data.

Each User may therefore only open one User account. Where for any reason these details change at a later date, they must be updated immediately.

Any User account which contains incorrect or fictitious data will be blocked without exception and without refunding any cost which may have been incurred.

All Users accept liability for any damage or losses which result from incorrect data. No liability is accepted by Salzburger Land for the accuracy of the data of other Users.

Users take sole responsibility for their personal data which appears on the internet by configuring their own profiles.

The User agrees to allow his/her data to be used for advertising purposes by Salzburger Land and its partners associated with ONE BIG PARK. Salzburger Land otherwise uses the User's personal data exclusively for administering the User account, for making contact with the User where there is a complaint and for other important communications relating to the contractual relationship. Personal data will not be utilised over and above these instances without the further consent of the User. We reserve the right to carry out statistical analysis of anonymous data.

The forwarding of data to third parties is excluded as a matter of course, except to those authorities that are entitled to receive information relating to legal obligations and/or court orders, and to an individual alleging that his/her rights have been violated, where the alleged violation of rights is said to have been perpetrated by the User.

5. Code of practice

The User is obliged to comply with current legislation and in particular not to violate any copyright, trade mark or competition regulations, nor to use the ONE BIG PARK website for advertising purposes where this has not been specifically authorised.

A respectful and polite tone is to be used when approaching other Users: behind each online contact is a real person with feelings, who does not wish to be offended. The wishes of other Users are to be respected, for example, where contact or an attempt to make contact is terminated or restricted.

Where offences against this code of practice are committed, the User is obliged to indemnify Salzburger Land.

A complaint may be lodged with Salzburger Land where offence has been caused to a User or third party or their rights otherwise violated.

In this case, Salzburger Land is entitled either to take steps itself, e.g. issue a reprimand, delete content or block a User temporarily or outright, or to give out User data to the individual who believes their rights to have been violated, in order to avoid the pursuit of action by Salzburger Land or to prevent Salzburger Land being made liable for disturbing the peace.

6. End of contract

The contract is concluded for an unspecified period.

The ONE BIG PARK service is made available entirely without obligation on the part of Salzburger Land. Salzburger Land is entitled at any time and with immediate effect to modify, supplement and terminate ONE BIG PARK without notice and without stating the reasons in its entirety or partially and without prior notification and is also entitled to delete irrevocably all User data and information stored in part or in whole and without notice. Any claims for damages resulting from this action in any form whatsoever by Users against Salzburger Land are expressly excluded.

The User may also terminate the contract at any time. The User accepts that it may not be wholly or partly possible to delete data which has already been inputted due to the complex relationships within the database (e.g. Users' posts which have already received a response).

7. Liability

Based on the statutory provisions, Salzburger Land only accepts liability for loss or damage where it can be proved to have been caused with intent or through gross negligence. No liability is accepted for slight negligence.

8. Application of law

The privity of contract between Salzburger Land and the User is governed solely by Austrian law to the exclusion of international legal reference systems. UN Sales Convention provisions are not applicable.

9. Place of performance and jurisdiction

The place of performance is the registered office of Salzburger Land.

The parties hereby agree that the place of jurisdiction for all disputes arising directly between Salzburger Land and the User is the competent Austrian court having local jurisdiction for the registered office of Salzburger Land.