



General Terms and Conditions of HGV GmbH & Co. KG for the Purchase of Online Vouchers

1. Conclusion of Contract, Payment, Delivery and Redemption

1.1 The contract is concluded with HGV GmbH & Co. KG, Mietenkamer Str. 65, 83224 Grassau. The following terms and conditions apply to all present and future contracts concluded with HGV GmbH & Co. KG concerning the distance sale of goods and services in the online shop. General terms and conditions of the customer shall not be recognised. Deviating provisions shall only be valid if expressly agreed by both parties in writing. Only persons aged 18 years or older are entitled to make purchases in our online shop.

1.2 The vouchers offered on the hotel website are issued as multi-purpose vouchers and constitute a non-binding offer to purchase. The prices stated are issued without value added tax due to the nature of the multi-purpose voucher, as the service is not yet determined at the time of purchase and is only shown on the voucher as a recommendation. The online order of a voucher via the internet constitutes a binding offer to purchase by the customer, which may be accepted by HGV GmbH & Co. KG within 48 hours by means of an order confirmation via e-mail, thereby concluding the purchase contract. If no order confirmation is issued within this period, the offer shall be deemed rejected and no purchase contract shall be concluded.

1.3 After receipt of payment of the remuneration owed under the concluded purchase contract, the purchased vouchers shall be dispatched by HGV GmbH & Co. KG. In order to keep shipping costs as low as possible, the customer may pay for the voucher by credit card throughout Europe and receive the voucher free of charge via e-mail. If the payment method "credit card" is selected, the customer will be redirected during the ordering process to the website of the respective payment provider, where the payment instruction must be confirmed. The contract with us is thereby concluded. For postal delivery, a processing fee of €10.00 (within Germany) and €15.00 (EU & Switzerland) shall be charged. No liability shall be assumed for delays in delivery by post.

1.4 The multi-purpose vouchers are provided with a unique barcode required for redemption. Each voucher may only be redeemed once. The vouchers are multi-purpose vouchers with a redemption recommendation. Redemption may deviate from the recommendation and is possible throughout Resort Das Achental as well as at Achental Golf. Cash payment is excluded. These vouchers do not guarantee admission to our restaurants. Timely table reservations or spa treatments are recommended in advance. The first voucher



with the corresponding barcode redeemed in the Incert voucher management system shall be deemed the original and must be debited immediately upon redemption by HGV GmbH & Co. KG. As the voucher is transferable, HGV GmbH & Co. KG is neither obliged nor able to verify the right of possession of the redeemer. Upon redemption, only verification is made as to whether the barcode has been approved by the system and whether the voucher has been paid for.

1.5 If the voucher ordered online has already been transmitted to the customer before the remuneration owed has been received or credited to HGV GmbH & Co. KG, the voucher shall not acquire validity until full payment has been made. HGV GmbH & Co. KG is entitled to withhold the services represented by the voucher until full payment of the remuneration owed has been made.

2. Validity and Duration of Validity The voucher shall only be valid once the amount due has been paid in full. The vouchers are valid in the year of issue and for the following three years. The limitation period begins on the date of initial issue and applies to the total value.

3. Redemption and Invoicing The purchased vouchers cannot be redeemed in cash. If the consumption is lower than the value of the voucher, the customer shall receive a credit note from HGV GmbH & Co. KG.

4. Security Guarantee and Data Protection The customer consents to the collection, processing and use of personal data for the purpose of contract processing and marketing purposes. Personal data shall be processed by HGV GmbH & Co. KG using automated systems. The customer agrees to receive advertising information from HGV GmbH & Co. KG. The security of our customers is of the highest priority. Therefore, data such as credit card number, bank code, account number, name and address are transmitted via a protected SSL connection when paying by credit card. This ensures that unauthorised persons cannot read the data during transmission over the internet. In order to provide additional security in the voucher shop, HGV GmbH & Co. KG applies a range of further security measures.

5. Right of Withdrawal and Return for Consumer Contracts

5.1 If the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the customer may revoke his or her declaration of contract within fourteen days without stating reasons in text form and by returning the goods/voucher. The period begins upon receipt of the goods/voucher and not before receipt of this instruction. Timely dispatch of the revocation and return of the goods/voucher shall suffice to meet the deadline. The revocation or return of the goods shall be addressed to: HGV GmbH & Co. KG, Mietenkamer Str. 65, 83224 Grassau.



5.2 In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived shall be surrendered. If the customer is unable to return the received service in whole or in part, or only in a deteriorated condition, the customer shall be obliged to pay compensation for value. In the case of the provision of goods, this shall not apply if the deterioration is solely attributable to their examination. Otherwise, the customer may avoid the obligation to compensate for value by not using the item as an owner and refraining from anything that impairs its value. In the event of return within fourteen days, the customer shall bear the costs of return.

6. Loss, Theft or Devaluation In the event of loss, theft or devaluation of vouchers, no replacement shall be provided by HGV GmbH & Co. KG.

7. Final Provisions

The place of jurisdiction for all legal disputes in connection with this contract shall be Traunstein with respect to merchants, legal entities under public law or special funds under public law. This shall also apply to persons who relocate their domicile or habitual residence abroad after conclusion of the contract or whose domicile or habitual residence is unknown. The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. In place of the invalid provision – unless mandatory statutory law applies – a provision shall apply which comes closest to the economic purpose of the invalid provision. The same shall apply in the event of a regulatory gap.