

## **Aquaworld Resort Budapest General Terms and Conditions VAMED Vitality World Gift Card**

### **1. Scope of Application**

These general terms and conditions shall apply on the purchase of a VAMED Vitality World Gift Card ("VVW-gift card") from a VAMED Vitality World resort ("VVW resort"). The purchase agreement for the VVW- gift card is made and entered into with the VVW resort from which the customer buys the card, either directly or through the online portal of the resort.

The general terms and conditions as well as all correspondence and all other information shall be in German or English language. When placing an order, the customer recognizes these terms and conditions.

### **2. Subject of the Agreement**

The VVW- gift card is a prepaid debit card / bank card with a magnetic stripe and a bar code. The credit amount ranges from a minimum of EUR 20.00 to an upper limit of EUR 1,000.00 (with the exception of premium gift cards which are available from a minimum credit amount of EUR 500.00 up to upper limit of EUR 5,000.00).

The VVW- gift card is a product of VAMED Vitality World and is issued by

VAMED Standortentwicklung und Engineering GmbH  
Sterngasse 5, A-1230 Vienna, AUSTRIA  
(hereinafter referred to as "VSG")

The customer does not enter into a contractual relationship with VSG. All rights and obligations pursuant to the subject General Terms and Conditions subsist between the customer and the VVW resort from which the customer has purchased the VVW-gift card (hereinafter referred to as "Contracting VVW resort").

Use of the VVW-gift card is not linked to the buyer and is freely transferable to any other person. The owner may freely transfer the VVW-gift card for private use. Commercial trading with the VVW-gift card (e.g. via eBay, other internet portals or in any other form), however, is prohibited.

### **3. Orders**

The VVW-gift card is available in all spas of the VVW resorts.

The VVW-gift card may also be ordered through the website [www.vitality-world.com](http://www.vitality-world.com), shop.vitality-world.com as well as online, through the web shops of any VVW resort. For orders through the online shops of the VVW resorts the terms of payment of the respective web shop apply.

In addition, the customer may acquire the VVW-gift card as an electronic print-out ("Print-at- Home-Voucher").

Dispatch of the VVW-gift card to the customer is subject to a postage fee of EUR 4.50 including VAT (for premium gift cards the delivery fee is EUR15.00 including VAT), provided the recipient's address is in Europe.

Cards are dispatched if possible within three working days from the date of the order. Please note that the Austrian Postal Service reserves five working days for delivery in Austria.

#### **4. Redemption and Validity**

The VVW-gift card may be used and redeemed in all spas of VVW resorts. Pursuant to the subject Terms and Conditions, the owner may use the VVW-gift card for the cashless payment of services (except external services located in the participating VVW resorts, e.g. hairdressers, shops). Services may be consumed at the VVW resorts listed below at the prices quoted at their cash desks or online:

1. AQUA DOME - Tirol Therme Längenfeld  
Aqua Dome Tirol Therme Längenfeld GMBH & CO KG,  
represented by Aqua Dome Tirol Therme Längenfeld GMBH  
Oberlängenfeld 140, 6444 Längenfeld, AUSTRIA  
[www.aqua-dome.at](http://www.aqua-dome.at)

2. TAUERN SPA Zell am See - Kaprun,  
TSW TAUERN SPA WORLD Betriebs GmbH & Co KG  
Tauern SPA Platz 1, 5710 Kaprun, AUSTRIA  
[www.tauernspakaprun.com](http://www.tauernspakaprun.com)

3. SPA Resort Therme Geinberg  
TBG Thermenzentrum Geinberg Betriebsgesellschaft m.b.H.  
Thermenplatz 1, 4943 Geinberg, AUSTRIA  
[www.therme-geinberg.at](http://www.therme-geinberg.at)

4. Therme Laa – Hotel & Spa  
TBL Therme Laa a.d. Thaya-Betriebsgesellschaft m.b.H.  
Thermenplatz 1, 2136 Laa/Thaya, AUSTRIA

[www.therme-laa.at](http://www.therme-laa.at)

5. Therme Wien

Therme Wien GmbH & Co KG, represented by Therme Wien Ges.m.b.H.  
Kurbadstrasse 14, 1100 Vienna, AUSTRIA

[www.thermewien.at](http://www.thermewien.at)

6. GesundheitsZentrum Bad Sauerbrunn

Heilbad Sauerbrunn Betriebsgesellschaft m.b.H.  
Hartiggasse 4, 7202 Bad Sauerbrunn, AUSTRIA

[www.die-heiltherme.at](http://www.die-heiltherme.at)

7. St. Martins Spa & Lodge

Therme Seewinkel Betriebsgesellschaft m.b.H.  
Im Seewinkel 1, 7132 Frauenkirchen, AUSTRIA

[www.stmartins.at](http://www.stmartins.at)

8. la pura women's health resort kemptal

Gesundheitsresort Gars Betriebs GmbH  
Hauptplatz 58, 3571 Gars am Kamp, AUSTRIA

[www.lapura.at](http://www.lapura.at)

9. Aquaworld Resort Budapest

1044 Budapest, Íves út 16., HUNGARY

[www.aquaworldresort.hu](http://www.aquaworldresort.hu)

The purchase contract for services to be consumed in the individual resorts is exclusively concluded between the VVW resorts and the holder of the respective VVW-gift card. If the VVW-gift card is not used for services at the Contracting VVW resort, the latter shall not be held liable for any claims resulting from this contractual relationship.

The credit amount of the VVW-gift card shall be exclusively used to pay for services of VVW resort. Redemption in cash or refunds are excluded.

## 5. Loss of the VVW-Gift Card

The Contracting VVW resort shall not replace the VVW-gift card in case of loss, theft or damage.

If by deliberate action or gross negligence of the card holder, the VVW-gift card has been misused or damaged, the Contracting VVW resort shall be entitled to withdraw the VVW-gift card with immediate effect and without replacement, notwithstanding the holder's right to claim reduction by court order. A credit amount on a VVW-gift card is valid for five years from the date of purchase. Afterwards it expires.

## 6. Disclaimer

Values credited to VVW-gift cards cannot be returned or exchanged. Cash refund is also excluded if a VVW resort chosen by a customer has ceased to operate, is closed temporarily or is no longer a VVW resort.

## 7. Right of Withdrawal for Consumers in the Event of Acquisition by Distance Selling

The following provisions are restricted to customers who are consumers in the sense of Sec. 1 (1) Austrian Consumer Protection Act (KSchG). They are not applicable to corporate clients, who do not have a right of withdrawal as described in this paragraph.

Customers who buy the VVW-gift card through the homepage of a VVW resort have a right of withdrawal pursuant to Sec. 5e (1) KSchG, subject to the provisions listed below:

Customers have a right of withdrawal for 14 days from the date of receipt of the VVW-gift card. They may exercise this right without stating reasons, either in writing or by returning the VVW-gift card. In the latter case, customers must return the VVW-gift card in faultless condition and, if possible, in original packing and with the original invoice. The deadline for withdrawal shall be deemed observed if the customer mails the request for withdrawal, respectively the VVW-gift card, to the VVW resort from which he / she has bought the VVW-gift card within the above-mentioned period of time. Costs for returning shall be borne by the customer.

If the VVW-gift card has already been paid, the VVW resort concerned shall refund the paid amount immediately after receipt of the returned VVW-gift card.

If a customer has caused impairment or demise of the VVW-gift card, or other damage to it or its return, he / she shall compensate the loss in value or the entire value of the VVW-gift card.

## 8. Amendments to the Terms and Conditions

An up-to-date version of the Terms and Conditions is displayed at the VAMED Vitality World cash desks and on the homepages of the VVW resorts.

## 9. Data Protection

By purchasing the VVW-gift card the customer agrees that all data generated on account of his / her business relationship are automatically, electronically processed and used for the operation of the VVW-gift card programme and the related correspondence, for customer care and marketing (including, but not limited to regular correspondence via e-mail and sms for the purpose of contacting customer related to

special price and other offers, discounts) communications by by the Contracting VVW resort, other VVW resorts (see section 4) as well as by VSG. Data transfer to and use by third parties is exclusively limited to the administrative processing of the VVW-gift card programme. (styleflasher.new media OG, KR Martin Pichler-Str. 1, A-6300 Wörgl).

The managed data are the following: name, e-mail address, telephone number, address, gift card value.

The duration of the data management: starts from date of the approval granted from the management and transfer of the data and shall end on date of withdrawal by client.

Data Managers store the personal data provided in the territory of Hungary or Austria, on servers installed at the data processor and with 24-hour security. The internal data privacy policies of the Data Managers ensure the secure management of the data subjects.

Customers may revoke their agreement to the data management with the above purpose, and to receive information by regular mail, e-mail and SMS in writing and at any time. In addition, card holders are at any time entitled to revoke their agreement to the usage of their personal data, by means of written message to the Contracting VVW Resort.

The client shall at any time be entitled to request information on the personal data managed by Data Managers and pertaining to the client, as well as may request the modification, deletion, blocking or correction of his/her data. In addition to the above, client shall be entitled to object to the management of his/her data.

If the rights related to the personal data provided by client are violated, client shall be entitled to refer to the competent data protection authority under Act CXII of 2011 on informational self-determination and freedom of information (Data Privacy Act) (currently the Hungarian National Authority for Data Protection and Freedom of Information, address: H-1125 Budapest. Szilágyi Erzsébet fasor 22/c.) or the competent court.

The detailed rights and remedy opportunities are included in Sections 14 to 23 and 52 to 71 of the Data Privacy Act.

Data protection registration number: NAIH-85057/2015

## 10. Applicable Law, Place of Fulfilment and Jurisdiction

These Terms and Conditions are subject to Hungarian substantive law exclusively, except for the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods. For customers who are consumers in the sense of Consumer

Protection Act, the compulsory legal provisions of the customer's usual country of residence also apply to this agreement.

The agreed place of fulfilment is the Contracting VVW resort.

Place of jurisdiction for all disputes resulting from this agreement shall be the court of competence according to the registered seat of the VVW resort which sold the VVW-Gift card, provided the transaction is not with a consumer in the meaning of consumer protection regulations.

In respect of the services used based on the VVW-Gift card, the law of the member states shall prevail in which the services had been used.

As of: October 2016