

# **General Terms and Conditions VAMED VitalityClub Card**

## **1. Validity of the General Terms and Conditions**

These general terms and conditions shall apply on acquisition of a VAMED VitalityClub Card ("VVW-Club Card") through a participating VAMED Vitality World Resort ("VVW Resort") or VAMED Standortentwicklung und Engineering GmbH (in these general terms and conditions also referred to as VVW Resort). The correspondence as well as all other information shall be in German or English language.

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

The general terms and conditions consist of provisions which enable customers who are consumers in the sense of Sec. 1 of the Austrian Consumer Protection Act (KSchG) to receive bonus points for eligible purchases ("VVW points") and to make use of special offers of the VAMED VitalityClub ("VVW Club"). An up-to-date list of the participating resorts can be found at: <https://www.vitality-world.com>. The VVW Club Card is for personal use only and cannot be transferred to another person. In addition, there is the option to obtain a partner card to complement the respective main card.

## **3. Registration with the VVW Club and issuing of a VVW Club Card**

Registration with the VVW Club is possible via <https://www.vitality-world.com>. Moreover, customers may also register via self-service terminals or tablets directly at VVW companies. On delivery of the VVW Club Card to the customer, the application for a VVW Club Card shall be deemed to be accepted. A contractual relationship is created between the customer and VAMED Standortentwicklung und Engineering GmbH, Sterngasse 5, 1230 Wien, ("VSG"). At the conclusion of the contract the customer must be at least 18 years old. There will be no charges for the issuance of the card to the customer. There will be no charges for the customer to receive and choose special offers. The current offers of the VVW Club can be found at: <https://www.vitality-world.com>. The customer may apply for a partner card at the online portal; however, any communication with respect to the contract will be directed exclusively to the owner of the main card.

## **4. VVW Club Account and Club Card Bonus**

A separate account will be kept for each VVW Club Card (main card with partner card). The bonus points will be listed on the account statement. They are based on the customer's purchases paid upon presentation of the VVW Club Card (main card or partner card). From the date of registration, these purchases will be converted into VVW points, except for services which are not included in the bonus program. Excluded from the bonus program are purchases of coupons as well as medical services, local taxes, semi-annual and annual memberships at participating resorts, third-party services at participating VVW Resorts (e.g. hairdressers, purchases in the shops, tips, stays booked through a tour operator, external online booking platforms, agencies or an insurance company as well as contractually agreed special rates). Other services not eligible for the

bonus program may be separately announced by the VVW Resorts. Purchases may be credited to customer accounts retroactively, within three months after the invoice date. In such case, the invoice – which has been marked for this purpose by the VVW Resort with the note "For subsequent booking" – including the customer club number shall be sent to the respective VVW resort by post or e-mail. The conversion factor "sales to VVW points" is determined by VVW. The accumulated points on the VVW Club Card can be redeemed and printed as vouchers in the online portal of VVW Club on <https://www.vitality-world.com/clubportal>, or at the self-service terminals. Offers/services of the VVW Club may be consumed at all VVW Resorts participating at the time of consumption. Cash refunds of VVW points or credit balances are excluded. Accumulated points will expire no earlier than 36 months after accrual (the day on which the points were credited to the respective account, usually on the 15th of the month following the purchase). VAMED Standortentwicklung und Engineering GmbH / VVW currently deletes the expired bonus points in the month of August each year. Commercial trading of vouchers (e.g. via internet platforms) is prohibited.

## **5. Bonus Levels**

The bonus level system of the VVW Club consists of three levels, namely Classic, Silver and Gold. The current bonus level can be found in the online portal. Calculation of the bonus level is carried out based on the amount of entries to thermal baths and spas (amount of receipts) and the points collected on the VVW Club account, respectively. Upon registration, the customer will be at bonus level Classic. The Silver level may be reached by collecting at least 23,000 points or by 30 entries in thermal baths or spas (determined by the amount of receipts) within a period of time of 36 months, whereas the Gold level requires at least 38,000 points. Details with respect to the bonus levels (especially in connection with ascending or descending) can be found at [www.vitalityclub.at](http://www.vitalityclub.at).

## **6. Duration / Termination**

The VVW Club Card is based on an agreement valid for an indefinite period of time. The customer may terminate this agreement at any time in writing and with immediate effect. VSG may terminate the agreement at any time at two months' notice, without stating reasons. Upon termination of the main card, the partner card will become invalid, too. VSG reserves the right to terminate the agreement after 36 months of inactivity of a club member (i.e. no bonus points have been booked to the VVW Club account) after sending an offer and subject to the period of time as set forth therein. After delivery of the notice of termination, the customer can no longer acquire new VVW bonus points on his account; it is not possible to use the accrued bonus points after expiration of the notice period; any unused coupons / vouchers will no longer be valid and other club benefits may not be used any longer.

## **7. Disclaimer**

The cash redemption of bonus points, vouchers or other club benefits is excluded. 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. VVW Resorts and VSG shall not be held liable for any misuse of the VVW Club Card and the vouchers in case of loss or theft. If by

deliberate action or gross negligence the VVW Club Card has been misused or damaged, the VVW Resorts shall be entitled to terminate the VVW Club membership immediately and withdraw the VVW Club Card without replacement.

## **8. Changes of Name and Address / Amendments to the General Terms and Conditions**

The customer may communicate changes of name or address at any time in writing (regular mail, e-mail) or enter the changes directly in the VVW Club's online portal <https://www.vitality-world.com/clubportal>. Communication and notifications sent to the customer's last known address are deemed to be effectively delivered, if the customer has failed to communicate his / her change of address. The valid version of the general terms and conditions can be found on the homepages of the VVW Resorts and at <https://www.vitality-world.com>, or on the self-service terminals as well as on the online portal of the VVW Club.

The customer will be notified in writing of possible amendments of or supplements to the general terms and conditions. Unless the customer objects to the sender of such notification in writing within one month after receipt of the notification, the amendments or supplements shall be deemed to be approved by the customer and shall enter into force at the date which has been explicitly announced. The customer will be explicitly informed of his / her right to object within a fixed period of time as well as of the possible consequences arising from his/her failure to communicate an objection. Changes to these General Terms and Conditions can also be agreed in the login area on <https://www.vitality-world.com/clubportal> or at the self-service terminals in that the customer accepts the proposed changes.

## **9. Data Protection**

The issuing VVW Resort processes the customers' personal information with respect to the club membership, i.e., name, title, academic degree, number of household members, address, e-mail address, telephone number, date of birth, language, information regarding the newsletter, VVW Club account data, where appropriate the VVW Resort where the customer has registered, date of registration as well as all information provided during a stay in a hotel and / or thermal bath such as preferences of room category and equipment, preferred drinks and meals, eating habits, allergies, pets, means of transport to the location, early-check in of late check out, size of the bathrobe, preferred booked leisure time activities and treatments, special wishes with respect to physical impairment or diseases, civil status, number of children, date of birth of the children (in short referred to as "data"). The issuing VVW Resort also shares these data with other VVW Resorts participating in the VVW Club, i.e., 1) Aqua Dome Tirol Therme Längenfeld GMBH & CO KG, 2) TAUERN SPA WORLD Betriebs GmbH & Co KG, 3) TBG Thermenzentrum Geinberg BetriebsgmbH, 4) TBL Therme Laa a.d. Thaya – Betriebsgesellschaft m.b.H., 5) Therme Wien GmbH & Co KG, 6) Heilbad Sauerbrunn Betriebsgesellschaft m.b.H., 7) Therme Seewinkel Betriebsgesellschaft m.b.H., 8) Gesundheitsresort Gars Betriebs GmbH, 9) Grand Spa Wellnesshotel Betriebs GmbH and VAMED Standortentwicklung und Engineering GmbH. The management of the VVW Club participation program and customers' VVW Club accounts requires the electronic processing of the respective data and their exchange

with other VVW resorts (e.g. for crediting bonus points, for customers using them at other VVW resorts). If these data are not provided, membership in the VVW Club is impossible.

The purpose of the electronic data processing is the management of the customers' VVW Club accounts, the administration of benefits from the VVW Club Card, customer care and - provided the customer has agreed to it – the marketing of VVW Resorts' products and services, special offers and events, including the VVW Resorts' news (by means of marketing material sent by regular mail, e-mail, text message, and telephone calls).

The processing of data for the membership administration of the VVW Club is based on Art. 6 (1) (b) of the EU General Data Protection Regulation (performance of a contract). The processing of data for marketing purposes is based on Art. 6 (1) (a) of the Regulation (consent by data subject).

Upon instructions by the respective VVW Resort, the data are processed for the purpose of providing an electronic VVW Club card system and for marketing purposes, by Cards & Systems EDV-Dienstleistungs GmbH (Landstraßer Hauptstraße 5, 1030 Vienna), mediasupport GmbH (Lerchenfelder Straße 124/Top 6, 1080 Vienna), kb-endlos Kroiss & Bichler GmbH (Römerweg 1, 4844 Regau), AUSTRIACARD AG (Lamezanstraße 4-8, 1230 Vienna), protel hotelsoftware GmbH (Europaplatz 8, 44269 Dortmund), TravelClick, Inc. (Vía Augusta 117, Barcelona 08006, Spain), high.one Marketing OG (Gurkgasse 43/Top 2, 1140 Vienna), the Druckerstatt Handels GmbH (Hosnedlgasse 16b, A-1220 Vienna) and Betterspace GmbH (Oberpörlitzer Straße 2, 98693 Ilmenau). The data are not transferred to third parties other than the ones cited above.

The contact data of the Data Protection Officer responsible for VAMED Standortentwicklung und Engineering GmbH and the VVW Resorts are:

Mag. Per-Oliver Gustavson, Sterngasse 5, 1230 Wien, [datenschutz@vitality-world.com](mailto:datenschutz@vitality-world.com).

The data are saved during the membership period with the VVW Club, and exceeding this period, if there are legally required storage periods, or for the period during which any legal claims can be lodged in connection with the subject contractual relationship, or in the event of other reasonable circumstances justifying further storage of these data.

The consent to being addressed by mail, e-mails, text messages or on the phone may be revoked in writing at any time (by e-mail to [info@vitality-world.com](mailto:info@vitality-world.com)). Notwithstanding the above is the lawfulness of the processing of data before such revocation is received. The customer may request – to the extent this is in accordance with legal regulations – information about his or her personal data saved in the system, as well as the correction or deletion of these data. Furthermore, customers have the right to object to, or limit the processing of their data, or to prohibit the transferability of their data. They may also file a complaint with the supervising authority.

## **10. Applicable Law, Place of Fulfillment and Jurisdiction**

These terms and conditions are subject to Austrian material law with the exception of conflict of laws and the UN Sales Convention. Place of fulfillment are the participating

VW Resorts. The competent court of jurisdiction is Vienna, Innere Stadt, with the exception of consumer transactions according to consumer protection regulations. Should individual provisions of these terms and conditions be void or invalid, all other provisions of the subject terms and conditions shall remain in full force and effect.

As of October 15<sup>th</sup> 2019