

GENERAL TERMS AND CONDITIONS OF SALE for Bulk Buyers and Groups

1. VALIDITY

- 1.1 These general terms and conditions of sale for bulk buyers and groups together with the general terms and conditions ("GTCs") apply to contracts of Familypark GmbH (hereinafter "Familypark") with bulk buyers and for contracts that have group bookings as their object. Insofar as these General Terms and Conditions of Sale for bulk buyers and groups do not contain any special provisions, supplements and/or amendments to the GTCs, the GTCs of Familypark are applicable to such contracts. The General Terms and Conditions of Sale for bulk buyers and groups, the GTCs and also the park regulations forming part of the GTCs are available on the website of Familypark for business customers (b2b.familypark.at; hereinafter the "homepage")
- **1.2** The purchased tickets entitle to use all attractions and rides (except token devices and extraordinary offers), provided that the necessary personal requirements are met (see reasons for exclusion in the park rules, such as height, age, pregnancy).

2. CONCLUSION OF CONTRACTS

The offers of the Familypark are non-binding and subject to change. The contract is concluded when the booking or reservation of the customer is confirmed by Familypark in writing or by email.

3. PRICES

- **3.1** All our prices are inclusive of all taxes but excluding the cost of shipping and are based on the tax rates at the time of at the time of writing of these terms and conditions of sale.
- **3.2** Familypark reserves the right to change prices at any time. Familypark reserves the right to change also the prices of tickets already sold, but only in case of

factual justification, especially in case of change of VAT rates or other applicable tax rates due to legislative changes.

3.3 The tariffs are valid from January 1, 2023 and are subject to our general terms and conditions and are available upon request. Shipping rates are also available upon request.

4. TICKET SALES TO BULK PURCHASERS

(ticket sales undated)

- **4.1** In these General Terms and Conditions of Sale, bulk buyers are defined as those persons who order at least 20 tickets in a single order.
- **4.2** The minimum order quantity is 20 tickets per order. The tickets are valid for one person on one day of their choice during the season for which they were ordered, according to the Park opening hours as posted. Advance booking prices are valid for adults and children over 3 years of age.
- **4.3** The tickets are intended exclusively for distribution or sale to employees or customers/ overnight guests of the purchasing bulk purchaser. Commercial sale of tickets to other groups of buyers is not permitted.
- **4.4** Tickets are sold to bulk buyers exclusively against invoice and payment in advance.
- **4.5** Follow-up orders from bulk buyers are only permitted if there are no outstanding invoices from Familypark to the bulk buyer.

4.6 REFUNDS

Refunds for unused tickets are excluded. However, bulk purchasers have the possibility to exchange these tickets for tickets for the following season and to pay the possible extra charge. In order to make use of this right, unused tickets must be returned (Familypark GmbH; Sales Department, Märchenparkweg 1, 7062 St. Margarethen) no later than January 15 immediately following the end of the season (e.g. for the 2023 season no later than January 15, 2024). In addition, the following data must be provided in writing: Invoice number, name of the purchaser, address, name of the bank, IBAN, BIC. After this deadline, an exchange is no longer possible.

5. TICKET SALES FOR OR TO GROUPS

(dated ticket sales)

5.1 Mixed Groups

To be eligible for the group rate, the group must include at least 20 paying persons visiting the park on the same day. Group discounts can be granted only after written advance notification (no later than 3 working days before the visit)!

If there are less than 20 paying persons in the group on the day of the visit, the agreed group offer will still apply if an additional payment is made to 20 persons.

5.2. School and Kindergarten groups

To qualify for the group rate, the group must include at least 10 paying children visiting the park on the same day. Group discounts can be granted only after written advance notification (no later than 5 working days before the visit)!

If there are less than 10 children on the day of the visit, the agreed group offer will still apply if there is an additional payment for 10 children. These group offers are valid only for excursions of school classes and kindergartens from Monday - Friday, organized by the school management or teaching staff within the framework of lessons.

5.3 Notes

It is recommended to make reservations as early as possible, especially in order to guarantee availability. Reservations are processed during office hours (Mon-Thu: 8:00 -16:30, Fri: 8:00 - 16:00). Out of season our office hours are: Mon-Thu: 08:00-16:00 and Fri: 08: 00-12:00.

5.4. Meals

Menu orders and here especially the exact number of menus or meals and the desired time for the seat reservations must be communicated to Familypark in writing via online form (see homepage) at least 5 working days before the visit.

Seat reservations can only be made for those groups for which lunch menus have been booked. There is no guarantee of a table reservation in a particular restaurant. The allocation of restaurants is subject to availability.

The composition of the menus may be subject to change at short notice. A list of all allergens is available upon request.

5.5. Payment group bookings

5.5.1 Mixed groups

In principle, payment for group bookings is made at the park ticket offices (tickets or children's menus).

For groups of more than 50 paying persons, it is possible to pay in advance and receive the tickets by mail. The pre-payment option must be selected at the time of registration and is only possible if the booking is made at least 10 working days before arrival. Familypark reserves the right to charge the buyer for the shipping costs.

5.5.2 School groups

Payment for school groups is only possible at the park ticket offices. It should be noted that only one invoice can be issued per group booking. If several invoices are required (e.g. per class), then several registrations are necessary. Subsequent splitting at the parking cash desks is not possible.

5.6 COMPLETE CANCELLATION OF A BOOKING

Cancellations of group bookings must be made in writing no later than 9:00 a.m. on the day of the visit. Familypark is entitled to charge 40 Euro processing fees in case of complete cancellation on the part of the customer. In case the reservation has already been paid, the handling charges will be deducted directly from the amount to be refunded.

Premature closure of the park for any reason whatsoever does not entitle the customer to a partial or full refund of the price paid. If the Familypark is closed for the whole day due to weather conditions, a full cancellation is possible. The processing fee will not be charged.

Booking with menu

A free partial or full cancellation of the menu booking is possible up to 2 working days before the day of the visit. After that Familypark has the right to charge the meals as booked. The date of the reservation of the place is to be kept as punctually as possible.

5.7 NO-SHOW ON DAY OF VISIT

If the group does not accept a confirmed reservation without written cancellation, 50% of the order value for tickets will be charged without exception. Ordered menus will be charged in full.

5.8 WEATHER-RELATED ALL-DAY CLOSURE

If the Familypark is closed for a whole day due to weather conditions, a complete cancellation is possible at any time and the price already paid will be refunded in full. The collection of the handling fee is not applicable.

5.9 REFUNDS

5.9.1 General

When paying at the cash desks, both the ticket number and the invoice must be checked immediately. Later claims after leaving the ticket office are not possible.

5.9.2 Prepaid group bookings

(mixed groups)

Unused entrance tickets can be returned to the Park's Infopoint on the day of the visit by the Park's closing time (see opening hours) at the latest. Refunds will be made by bank transfer only. If the group on the day of the visit was smaller than the required minimum size (see 5.1. Mixed groups: 20 persons), only the amount exceeding the minimum group size can be refunded. Tickets that are not returned no later than 5 working days after the day of the visit can no longer be refunded.

Only the German version of these General Terms and Conditions of Sale for bulk buyers and groups Familypark is binding. Any translations provided by Familypark are not binding.

January 2023