



General terms and conditions for the purchase of online vouchers

1. Conclusion of contract, payment, delivery and redemption

- 1.1. The contract is concluded with Resort Achental GmbH, Mietenkamer Str. 65, 83224 Grassau. The following terms and conditions apply to all current and future contracts concluded with Resort Achental GmbH for the remote sale of goods and services in the online shop. General terms and conditions of the customer are not recognised. Valid regulations are only valid if they have been agreed on both sides, expressly and in writing. Only persons over the age of 18 are entitled to shop in our online shop.
- 1.2. The vouchers offered on the hotel website are multi-purpose vouchers and represent a non-binding purchase offer. The prices quoted are issued without sales tax on the basis of their status of a multi-purpose voucher, as the service used is not yet known at the time of purchase and is only shown as a recommendation on the voucher. The online order of a voucher over the internet represents a binding purchase offer of the customer, which can be accepted by Resort Achental GmbH within 48 hours by an order confirmation via e-mail, and through which the purchase contract is concluded. If no order confirmation is issued within the aforementioned period, the purchase offer shall be deemed rejected and no purchase contract shall be concluded.
- 1.3. After receipt of payment of the fee owed on the basis of the concluded purchase contract, the purchased vouchers will be sent by Resort Achental GmbH. In order to keep the delivery costs as low as possible, the customer can pay for the voucher by credit card throughout Europe and have the voucher sent to them free of charge by e-mail. With the credit card payment method, you will be redirected to the website of the provider of this payment method during the order process and must confirm the payment instruction. This contract is therefore concluded with us. For postage, a processing fee of € 10.00 (within Germany) and € 15.00 (EU & Switzerland) will be charged. No liability is assumed for a delay in the delivery of the voucher via post.
- 1.4. The multi-purpose vouchers are provided with a unique barcode, which is required to redeem the voucher. Each voucher can only be redeemed once. The vouchers are all multi-purpose vouchers with redemption recommendations. Redemption may differ from the recommendation and is possible throughout Resort Das Achental as well as in Achental Golf. A cash withdrawal is not possible. These vouchers do not guarantee admission to our restaurants. A timely table reservation or spa treatment in advance is recommended. The first voucher redeemed in the Incert voucher management system with the corresponding barcode is regarded as the original and must be debited by Resort Achental GmbH immediately after redemption. Since the voucher is transferable, there is no obligation and possibility on the part of Resort Achental GmbH to check the right of ownership of the redeemer. When redeeming, all that is checked is whether the corresponding barcode has been released by the system and whether the voucher has actually been paid for.
- 1.5. If the voucher ordered online has already been sent to the customer before the fee to be paid for this has been received or credited by Resort Achental GmbH, the voucher shall not be valid until full payment has been made. Resort Achental GmbH is entitled to retain the services documented in the voucher until full payment of the fee owed for this purpose.

2. Validity, period of validity. The voucher is only valid when the amount due has been paid in full. The vouchers are valid in the year of issue and in the following three years. The period of validity begins on the date the voucher is first issued and applies to the total value.



3. Replacement, invoicing The purchased vouchers cannot be redeemed in cash. If the value claimed is lower than the value of the voucher, the customer will receive further credit from Resort Achenal GmbH.

4. Security guarantee and data protection The customer agrees to the collection, processing or use of their personal data for the purposes of contract processing and marketing purposes. Personal data is processed automatically by Resort Achenal GmbH. The customer agrees to receive advertising information from Resort Achenal GmbH. The privacy of our customers has the highest priority! Data such as credit card number, bank code, account number, name and address is therefore transmitted via a protected SSL line when paying with credit cards. No unauthorized person can therefore read the data entered while it is being sent on the Internet. In order to provide additional security in the voucher shop, Resort Achenal GmbH applies a number of additional security measures.

5. Withdrawal and right of return in contracts with consumers

5.1. The customer, if they are a consumer within the meaning of § 13 BGB , can revoke their contractual declaration within fourteen days in text form without giving reasons and by returning the goods/voucher. The period begins on receipt of the goods/voucher and not before receipt of this instruction. To comply with the withdrawal period, the timely dispatch of the withdrawal and the return of the goods/vouchers are sufficient. The withdrawal or return of the goods must be sent to: Resort Achenal GmbH, Mietenkamer Str. 65, 83224 Grassau.

5.2. In the event of a successful withdrawal, the services received by both parties shall be returned and, if necessary, any benefits obtained shall be surrendered. If the customer is unable to return the received service to Resort Achenal GmbH in whole or in part or only in a deteriorated condition, they are obliged to pay damages for this, if necessary. This does not apply to the transfer of goods if the depreciation of the item is exclusively due to its examination. In addition, the customer can avoid the obligation to pay compensation by not using the item and refraining from anything that impairs its value. In the case of a return within fourteen days, the customer must bear the costs of the return.

6. Loss, theft or devaluation In the event of loss, theft or devaluation of vouchers, no replacement can be made by Resort Achenal GmbH.

7. Final provisions The place of jurisdiction for all legal disputes connected to this contract for merchants, legal entities under public law or special funds under public law is Traunstein. This also applies to persons who transfer their domicile or usual place of residence abroad after conclusion of the contract or whose domicile or general residence is not known. The invalidity of individual provisions of these general terms and conditions shall not affect the validity of the remaining provisions and the existence of the general terms and conditions. The invalid provision shall be replaced - unless dispositive statutory law applies - with a provision which comes closest to the ineffective provision in a business sense. The same applies in the event of a loophole.