

General Terms & Conditions

Familypark GmbH
Märchenparkweg 1, 7062 St. Margarethen
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1. APPLICABILITY

The applicability of these General Terms and Conditions ("GTC") plus the park regulations as amended that are referenced here and form an integral part of these GTC (hereinafter referred to as the "Park Regulations") is agreed when purchasing a ticket and/or a voucher and when concluding the visitor contract, and particularly also when purchasing an annual ticket, between Familypark GmbH, Company Register Number: 126549b, Märchenparkweg 1, 7062 St. Margarethen, Austria reachable via e-mail at office@familypark.at or via the [contact form](#) (hereinafter referred to as "Familypark") and visitors without any further action being required. Alternatively, visitors acknowledge the GTC and Park Regulations as amended for themselves and, in their capacity as legal representative, also for the person represented as valid and legally binding when entering the grounds. The GTC and the Park Regulations can be accessed at the Familypark website (www.familypark.at, hereinafter referred to as the "website"). These GTC apply to the entire contractual relationship arising from the purchase and visitor contracts.

2. CONCLUSION OF CONTRACTS

The purchase contract on a ticket (day ticket and annual ticket) and/or a voucher is concluded with the receipt of the complete valid purchase price for a ticket and/or for a voucher by Familypark and exclusively on the basis of these GTC (plus the Park Regulations referred to herein). Familypark is not subject to any obligation to contract and is therefore entitled to refuse to sell a ticket and/or an annual ticket to interested parties without stating reasons. The visitor contract is concluded, exclusively on the basis of these GTC (plus the Park Regulations referred to herein): a) for day tickets: upon the entry to the Familypark granted by the electronic access system with the person for whom the day ticket was scanned at the barriers. b) when purchasing an annual ticket: immediately with the person whose name is stated on the annual ticket. c) when vouchers are redeemed: with the person for whom the day ticket is scanned at the barriers and/or with the person whose name is stated on the annual ticket.

3. SCOPE OF SERVICES, OBLIGATIONS OF FAMILYPARK

The holder of a valid day ticket and/or the person in whose name a valid annual ticket has been issued is entitled, during the season at the relevant opening times and as further detailed in the Park Regulations, particularly also according to the access restrictions stated therein, to access the Familypark, to use the rides, buildings, facilities, playgrounds, play equipment, paths, meadows and the remaining equipment in the Familypark free of charge and to use the parking spaces free of charge. This does not apply to attractions operated with token coins. These must be purchased separately at the entrance booths or at the changing machines in the Park if desired. The visit of the Familypark's catering facilities as well as the consumption of food and beverages in such facilities is paid separately. The same applies to the purchase of goods and services in the Familypark's shops. The park facilities currently include (i) the Familypark consisting of its rides, buildings, facilities, playgrounds, play equipment, paths, meadows and remaining equipment (hereinafter referred to as the "Familypark"), as well as (ii) the parking spaces (hereinafter referred to as the "Park Facilities" for the Familypark and the parking spaces). Familypark is always entitled to change the structure of the existing Park Facilities without this resulting in any claims of the visitors, particularly the holders of annual tickets and vouchers.

Familypark is obliged to keep the Park Facilities in a safe condition and to make all reasonable efforts to enable its visitors to use all facilities where possible (particularly also the rides). It is understood that individual facilities might be unusable due to regular control and maintenance work, improvement work, repair work, official orders, adverse weather conditions, power failures or natural disasters repeatedly and without prior notification. In such case, visitors are not entitled to a reduction or full or partial refund of the ticket price or to any other compensation or substitute performance.

Familypark is not liable for the limited usability of the rides provided due to power outages. The visitor is not entitled to a reduction or full or partial reimbursement of the admission price or to other compensation or replacement services.

On particularly busy days, access to the Park Facilities or to individual facilities may be limited for safety reasons. Familypark would like to apologise for any inconvenience caused. Claims against Familypark, such as a reduction or full or partial reimbursement of the admission price or other compensation or replacement services, are excluded in this context.

In the event of a longer than a one-day closure of the entire Familypark due to events that are beyond the sphere of influence of Familypark GmbH (e.g. natural disasters, pandemics, official closures, other cases of force majeure or extraordinary coincidences with the exception of the weather risk) the visitor with whom a contract against payment has been concluded is solely granted a replacement service in the form of a voucher or in the case of annual tickets in the form of an aliquot extension of the term. A cash redemption is excluded.

If the entire Familypark is only temporarily closed for less than 1 day or if the Familypark is only partially closed due to the aforementioned circumstances, which are beyond the sphere of influence of Familypark GmbH, the visitor has no right to a reduction or full or partial reimbursement of the admission price or to any other compensatory or replacement services.

With regard to the weather risk, the separate provisions of these terms and conditions apply (see point 12. Weather risk).

4. NO CARE BY FAMILYPARK FOR PERSONS IN NEED OF SUPERVISION

Neither Familypark nor the Park staff accept any obligation to care for persons in need of supervision, particularly for children up to the 14th year of age, seriously ill and seriously disabled persons (hereinafter referred to as "persons in need of supervision") or for juveniles from the completion of the 14th year of age. Only the supervisor is obliged to care for such persons during their stay in the Park Facilities. This also applies if Park staff pays increased attention to persons in need of supervision.

5. TASKS AND LIABILITY OF SUPERVISORS

Supervisors (at least 18 years old) are requested politely and, in the interest of safety, also strongly to fulfil their obligations to care for persons in need of supervision with utmost attention and the necessary sense of responsibility. The presence of Park staff does not release the supervisors from this obligation or reduce the required degree of care. Supervisors are obliged, also in their relation to Familypark, to carefully supervise persons in need of supervision. If they violate such obligations, they are responsible for damage incurred by Familypark, other visitors, the Park staff or third parties and jointly and severally liable for

damage caused by the person in need of supervision as a consequence of breach of duty.

6. VISITORS' OBLIGATIONS

Visitors are particularly obliged, as further detailed in the Park Regulations,

- to act in compliance with the law, these GTC, the Park Regulations and the more detailed instructions in the Park Facilities at all times;
- to handle all Park Facilities with care;
- to show consideration for the safety and wellbeing of the other visitors at all times;
- to meet all duties to report to the Familypark in a timely manner;
- and if you are a supervisor, to meet your supervisory duties to full extent.

Further obligations of visitors remain unaffected by the above provisions.

7. TICKETS

There are only the following tickets for the Familypark; sold tickets are not taken back and are not replaced when lost. The validity, the redemption and the consumption of tickets are set out in more detail in the following table:

Type of admission	Validity	Devalue	Consumption
Day ticket from the counter ^a	on day of purchase	with scan at the barrier ^d	when leaving the park
Pre-sale day ticket ^b	as stated on the ticket	with scan at the barrier	when leaving the park
Online ticket ^c	as stated on the ticket	with scan at the barrier	when leaving the park
Annual pass	immediately with purchase	as often as you like for a year (except during Halloween)	one year after purchase ^e
Digital Annual pass	immediately with purchase	as often as you like for a year (except during Halloween)	one year after purchase ^e

a) Counter = counter at the entrance to the Familypark

- b) Groups, bulk buyers and individual sales through resellers who do not sell in the name and on account of Familypark GmbH
- c) Online tickets = tickets from the web shop at familypark.at, or online resellers who do not sell in the name of and for the account of Familypark GmbH d) Barriers = barriers at the turnstile of the visitor entrance
- e) Example: Purchase on August 10th, 2019, last day of validity: August 10th, 2020

The purchase of tickets in a different way than from the counter or from the online shop of the Familypark on its homepage is authenticity at your own risk, especially if tickets are purchased from resellers.

If a visitor has to leave the Familypark for compelling reasons for a short period of time, this visitor will obtain an endorsement when leaving (stamp on back of hand). The endorsement authorises this visitor to re-enter the Familypark on the same day. This also applies to annual ticket holders if they wish to leave the Familypark and return to it on the same day.

8. OPENING TIMES

The season and opening times change from year to year and can be seen on the homepage. The duration of the current season can be found on the notices in the entrance area of the Familypark or on the homepage.

During the regular season, the park opening time is usually 10 a.m. The park closing time varies in the course of the season and can be found on the notices or on the homepage.

The ticket office closing time or the last admission is generally 1 hour before the estimated parking closing time (except special events).

See section 12 below for occasional change of the opening times during bad weather or extreme weather conditions.

9. SPECIAL PROVISIONS FOR DAY TICKETS FROM THE ONLINE SHOP

In addition to the law, these GTC and the Park Regulations as amended, the following provisions apply to day tickets from the online shop:

Day tickets from the online shop must be printed out on DIN A4 paper in readable and scannable quality and must be brought along by visitors to the Familypark with undamaged, particularly also non-bent barcode and QR code.

Alternatively, tickets may also be presented by mobile phone as PDF document. The functionality of mobile phone scanning is not guaranteed by Familypark. Likewise, Familypark cannot give any guarantee for the strength of the relevant mobile network in the area of the Park for the case that confirmation e-mails cannot be delivered due to poor reception.

The printed day ticket from the online shop authorises such person to access who scans it for the first time at the visitor entrance. The online purchaser does therefore bear the risk of unauthorised multiple printouts of the day ticket purchased by them or of unauthorised duplicates (photocopies).

Tickets that are not dated on a specific day and that were purchased via the Familypark online shop are only valid until the end of the season for which they were purchased and which is stated in the wording of the ticket.

Dated day tickets can only be redeemed on the day for which they were purchased and which is noted on the ticket.

The services offered by the Familypark are leisure services within the meaning of Section 18 (1) 10 FAGG, which are provided at a specific time or within a precisely specified period. Accordingly, the customer has no right of withdrawal pursuant to Section 11 (1) FAGG.

Familypark assumes no liability for the functionality of the purchase process in the online shop.

10. SPECIAL PROVISIONS FOR THE ANNUAL TICKET

In addition to the law, these GTC and the Park Regulations as amended, the following provisions apply to annual tickets:

The annual ticket only authorises the holder named on it to enter and cannot be transferred.

Please note that for special events such as “Halloween”, due to increased demand and the limited capacity of the park, a prior visit reservation is required via the Familypark web shop. Annual pass holders have free access on one day during the duration of the special event, if capacity is available. E.g. duration of the “Halloween” event from October 25th. until November 3rd, 2024 – the park can be visited on one of these days. It is recommended to make a reservation

early as the number of bookable places is limited and is allocated on a first come, first served basis.

Claims against Familypark, such as a reduction or full or partial refund of the entrance fee or other compensation or replacement services, are excluded in this context.

The annual ticket must be scanned at the barriers for every visit and must (additionally) be presented at all times on demand of the Park staff.

Should visitors forget their annual ticket, they must purchase a day ticket. If visitors inform the Park staff at the booth about their forgotten annual ticket before purchasing the day ticket, a corresponding note will be included on the invoice for their day ticket. Visitors are entitled to a refund of the day ticket price if they demand such refund by presenting the original invoice for the day ticket including the note and the valid annual ticket on the last day of the relevant season until 04:00 pm at the latest (receipt).

If the annual ticket is lost, a replacement ticket will be issued against a handling fee of € 5.00.

If the annual ticket is extended within a period of 14 days after its expiry, the holder receives a loyalty discount on the new annual ticket after they present the old annual ticket. The loyalty discount cannot be combined with any potential other discounts. After this period has expired, no more discount can be granted without exception. If the old annual ticket expires shortly before the season ends, the period only continues with the beginning of the new season.

11. SPECIAL PROVISIONS FOR VOUCHERS

It is possible to buy vouchers from Familypark for a fee. Vouchers for day tickets and annual tickets as well as coupons can be purchased at Familypark. In addition to the law, these GTC and the Park Regulations as amended, the following provisions apply to vouchers:

The respective holder of a valid voucher can use it at the counter or in the Familypark as a means of payment for admission tickets and all the services offered in the Familypark (especially food, ice cream, drinks, shops).

The Familypark also offers annual ticket vouchers that are used exclusively for sales to companies or for competitions by Familypark GmbH or its cooperation partners. These vouchers are only valid for the season for which they were issued. These vouchers lose their validity after the specified season. The

statutory limitation period is particularly excluded for vouchers purchased free of charge.

12. SPECIAL PAYMENT CONDITIONS

Payment is to be made on-site either in cash or by card (debit card, credit card), or via the online services we offer. Payment by invoice for business-related transactions can only be made upon explicit agreement.

For payments by invoice, the outstanding amount is due immediately upon receipt of the invoice and without any deductions, unless specific payment terms have been agreed in writing for the individual case.

In certain shops within Familypark, payment by card only may be required for hygiene or administrative reasons.

13. WEATHER RISK

The Familypark and its facilities are outdoors and are therefore subject to weather conditions. It is not possible or only possible to a limited extent to operate the Familypark if the weather is bad or in case of extreme weather conditions (such as particularly extreme heatwaves or droughts or strong wind). In case of bad weather or extreme weather conditions, Familypark is entitled to change the opening times on a case-by-case basis (= later opening, earlier closing; closing of the Familypark for whole days or several days). If the weather risk materialises, visitors are not entitled to any claim for reduction or whole or partial refund of the ticket price or for other compensation or substitute performance.

If the Familypark remains completely closed for the entire day, the online tickets purchased for that day will be automatically canceled and the visitor will receive a refund of the purchase price already paid.

However, if only individual facilities, rides or the like are not operated and/or the operation is limited in time (e.g. the Familypark only opens at 12 p.m. or the park closes at 3 p.m.), the visitor is not entitled to any refund, even partial.

14. EXCLUSION OF THE USE OF THE PARK FACILITIES

Please note that there are provisions on the exclusion in whole or in part of visitors from the use of the Park Facilities as governed in more detail in the Park Regulations (e.g. age or size restrictions, pregnancy, etc.). Visitors are not entitled

to any claim for compensation, refund or reduction of the ticket price in such cases.

15. USE OF THE PARK FACILITIES AT OWN RISK

Visitors acknowledge that the use of the Park Facilities even in compliance with these GTC, the Park Regulations as well as the more detailed instructions is connected with risks and includes an inevitable risk potential due to the very nature of the undertaking even when applying the greatest possible care and caution. There is a risk to life and a risk of serious damage to body, soul and property particularly if the rides, playgrounds, play equipment and similar facilities are handled improperly. Familypark, these GTC, the Park Regulations (plus the more detailed instructions) and the Park staff make all reasonable efforts to mitigate such risks, without being able to eliminate the residual risk. Therefore, the Park Facilities are used at own risk, without prejudice to the Familypark's obligation to keep the Park Facilities in a safe condition, as mentioned above, and the consideration of the safety and wellbeing of other visitors is crucial.

16. RELATION TO THE PARK REGULATIONS

These GTC and the Park Regulations as amended that form an integral part of these GTC create a consistent and inseparable whole. The provisions of these GTC apply, even if this is not explicitly set out, subject to the more detailed drafting and limitation as well as the further rules, particularly also regarding liabilities of visitors, of the Park Regulations.

17. DISCOVERED ITEMS

Lost or forgotten things (= lost property) can be requested via E-Mail or handed in personally at the Infopoint, whereby the lost property is taken over by Familypark on a voluntary basis and no liability is assumed. Items found and which have not been retrieved in the meantime will be returned to the municipal office of the municipality of St. Margarethen within one month of being taken over. Lost property, the value of which does not exceed EUR 10, and it is also not recognizable for the Familypark that the recovery of the matter is of considerable importance for the loss bearer will not be handed over to the municipal office of the municipality of St. Margarethen, but will be handed over on 31. January of the following year for charitable purposes.

18. EXCLUSION OF LIABILITY

Familypark is not liable for damage to and accidents of visitors if visitors are responsible for such damage or accidents or if they occur as a consequence of force majeure, if they are based on improper handling or use of the Park Facilities or if they are caused by others. Familypark is only liable to its visitors for damage to property caused by Familypark or its staff if such damage is to be attributed to intention or gross negligence on part of Familypark or its staff. All exclusions of liability also apply to any potential claims against the staff of Familypark. Regarding the forfeiture of a visitors' claim for damages if a reasonable notification of damage is not made when leaving Familypark at the latest, see the Park Regulations as amended.

19. SEVERABILITY CLAUSE

If individual provisions of the purchase contracts, visitor contracts or these GTC plus the Park Regulations referred to herein are or become invalid, this does not affect the validity of the remaining provisions. Instead of the invalid provision, such valid regulation is deemed agreed that comes closest to the purpose of the invalid provision. If gaps are identified, such provision is deemed agreed that corresponds to what would have been agreed according to the purpose of the contract if the matter had been taken into account from the outset.

20. PLACE OF PERFORMANCE, CHOICE OF LAW AND PLACE OF JURISDICTION

Place of performance is Sankt Margarethen, Burgenland.

The purchase and visitor contracts are subject to Austrian material law excluding the United Nations Convention on Contracts for the International Sale of Goods.

All disputes arising from or in connection with the visitor contract, including the matter of its valid conclusion, are subject to the exclusive jurisdiction of the competent court in Eisenstadt, unless other jurisdictions apply as a mandatory requirement.

21. Use of data

Customer data will only be used by Familypark if this is necessary for the provision of the services described here and in accordance with the relevant data protection declaration (<https://www.familypark.at/ueber->

uns/rechtliches/datenschutz/) and all applicable data protection laws (including the EU General Data Protection Regulation). Both Familypark and the customer will comply with the privacy policy and privacy policy and provide the necessary support and cooperation, to the extent reasonable or necessary. Unless Familypark has the Customer's consent, no personal information that has been stored will be disclosed to any third party (except as required by applicable law, government request, or provision of the Services). The customer agrees to receive the monthly newsletter from Familypark, provided the data has been entered in the corresponding online form.

As of March 2025. Only the German version of these general terms and conditions is binding. Any translations made available by the Familypark are not binding.