

General terms and conditions

Status: September 2022

Preamble

The following General Terms and Conditions (GTCs) apply between the campsite operator PINK and camping customers within the framework of the concluded contract of use. Agreements to the contrary or supplementary agreements must be fixed in writing. These GTCs are supplemented by the attached house rules, which the tenant acknowledges as binding in the contract of use.

§ 1 The camping site Camping PINK with the areas Birkmoarhof/Baumessner and Camping PINK Premium is usually used as an agricultural meadow and is open for customers during the period of the major events F1 and MotoGP at the Red Bull Ring, as well as during other separate events for camping against payment of an agreed fee. The opening hours of the campsite can be found on the website available to the customer at the time of signing the contract.

§ 2 Access to the camping area is possible during major events on Wednesday from 12:00 to 23:00, between Thursday and Friday from 7:00 to 23:00 and on Saturday from 7:00 to 18:00. After that the campsite will be closed. Reserved/paid bookings lose their validity from, Saturday, 18:00. Access to the camping area outside the mentioned check-in times is not possible without exception. However, we offer you the possibility to park directly at our check-in on a small green area until you can enter the campsite.

§ 3 At check-in you will receive the accreditations (one wristband per person and one sticker per vehicle) for entry to the campsite. These have to be put on your wrist or on the windshield immediately to get access. Furthermore, you will receive information material about the campsite conditions and the binding house rules.

§ 4 Changes and deviations of individual services from the agreed content of the contract, which become necessary after the conclusion of the contract and were not caused by the campsite operator against good faith, are reserved, provided that they are not substantial and do not significantly affect the overall contract. If a non-substantial partial performance of the contract can not be fulfilled, the rest of the contract remains in force, the customer has a reasonable claim for compensation, unless the operator can not adequately compensate for the shortcoming. In particular, the operator can provide the customer with another adequate parking space if this is reasonable for the contracting party, especially if the deviation is minor and objectively justified. An objective justification is given, for example, if the pitch(s) has (have) become unusable, already accommodated guests extend their stay or other important operational measures necessitate this step.

§ 5 The extent of the period for which a camper reserves is in principle binding as soon as the camper starts his stay. It is only possible by mutual agreement to shorten the period of stay or the corresponding payment obligation thereafter. The guest is not entitled to a refund of prepaid camping fees if he/she breaks off the stay prematurely. If reserved nights are not used (later arrival or earlier departure), the camper is obliged to pay the valid pitch fees for the nights not used. An extension of the stay is possible according to availability, but in this case another pitch can be assigned.

§ 6 For safety reasons, after the first access to the camping area, no further leaving of the camping area with vehicles is allowed during the contract period.

§ 7 By entering the camping area, you agree that data and image material may be produced and used for the operator's own information and advertising purposes within the framework of data protection regulations, unless you expressly object to this.

§ 8 On the campsite including the associated access and development roads, the rules of the road traffic regulations apply.

§ 9 For the prices of pitches and accommodations, please refer to the website www.spielberg-camping.at or those of our distributors.

§ 10 ATM withdrawals at the camping area are not possible. There is an ATM at the main entrance of the Red Bull Ring (Red Bull Ring Str. 1, 8724 Spielberg). At the campsite you can pay in cash (Euro), with Maestro and credit cards. At check-in, payment is only possible in Cash (Euro).

§ 11 If the date of the event is changed by the Formula 1/Moto GP organizer, the camping booking will also change analogously, unless the customer expressly objects to this in writing. If the event is cancelled by the organizer, the camping bookings for a next event remain valid, unless the customer expressly cancels the booking in writing within 14 days after becoming aware of the cancellation.

§ 12 Cancellation fees in the case of cancellations other than those mentioned in § 11 will not be charged until one week before the event. In the week before the event 50% of the total price will be charged. In case of no-show without prior cancellation, 100% of the price will be charged. In the case of a booking that has been paid in advance online or by credit card, and which has not been cancelled free of charge within 14 days, there will be no refund of the amount paid, except in cases of force majeure or the existence of objectively important reasons such as the loss of the business basis.

§ 13 In case of early departure without an important objective reason, refund of remuneration is excluded.

§ 14 Your pitch booking includes 1 electricity access. The electricity boxes regularly distributed throughout the site are at your disposal for this purpose.

Please note that only 1 Schuko socket 230 V (CEE 7/3), but no power current with 400 V is available for you at the pitch. If other power outlets are used, they will be cut off from the power supply!

Remember to bring your own Euro plug with power cable and/or cable drum of min. 25 m. Depending on the location, up to max. 50 m cable length to the next power distributor is required. Please take into account that the power systems for any kind of heating/cooking (electric heaters, cooking/grilling) are not designed for the operation of air conditioners or consumers with high power. We reserve the right to prohibit or restrict the use of such electrical consumers for safety reasons. In case of use of bad or defective consumers, such as old refrigerators, damaged cable drums, etc., the electricity access will be prohibited for safety reasons and permanently disconnected, occurred damages are to be compensated by the tenant.

Attention: It is not allowed to operate self-brought generators.

§ 15 There is no direct water and waste water connection at the camping site. Fresh water connections are available centrally in the area near the sanitary facilities and sporadically in own water containers on the camping meadows. It will be signposted if drinking water is available.

§ 16 The pitches are allocated exclusively by Camping PINK employees according to the first-come-first-server principle. Keeping parking spaces free for following camping guests is not allowed! If you want to stand next to each other, you must enter the camping area at the same time. One pitch has a

size of 48 m² (6x8 m) in the Camping PINK **Premium area**. Your vehicle is not longer than 8m, otherwise you are obliged to book 'extra length' (70 m² (7x10 m)) or another pitch.

A pitch in the **areas Birkmoarhof/Baumessner** has a size of 30m². Your vehicle is not longer than 7,5m, otherwise you are obliged to book 'overlength' (50 m²) or another pitch.

§ 17 Vehicles up to max. 7.5 tons total weight are allowed on our campsite.

§ 18 vehicles, for which an extra parking place has been booked, are parked in a separate area. It is not allowed to enter the camping area with this vehicle.

§ 19 There are flat and uneven areas available throughout the campsite, which will be allocated according to time priority. It is recommended to bring chocks.

§ 20 The use of the camping areas is at your own risk. There is no surveillance. The campsite operator is not liable for any kind of damage (e.g. accidents, injuries, lost or damaged objects, etc.) that occur during the use of the camping areas. This exclusion does not apply if the damage to property was caused by the campsite operator intentionally or through gross negligence.

Furthermore, the campsite operator is not liable for damages caused by the failure or disruption of the general water, electricity and gas supply, as well as those caused as a result of noise pollution by third parties. Furthermore, the campsite operator shall not be liable in the case of slightly negligent breaches of duty for damage to property caused by the use of the facilities or equipment located on the premises or facilities, equipment and arrangements that are out of order or out of operation. This also applies to slightly negligent breaches of duty by the campsite operator's vicarious agents.

Any complaints are to be reported immediately to the campsite operator by the campsite guest. The assertion of obvious defects is excluded if they have not been reported to the campsite operator during the stay of the campsite guest. The campsite operator shall be granted a reasonable period of time to remedy the defect or to settle the damage that has occurred.

Consequential or indirect damages will not be compensated under any circumstances.

§ 21 Claims for damages against the campsite operator of Camping PINK are excluded in cases of force majeure such as lightning, earthquakes, pandemics, epidemics, floods, fire, hostage taking, war, riots, terrorism, sabotage, strikes, severe weather and hail.

§ 22 Deposits for rented items may be collected. Damage incurred in the course of use shall be offset and invoiced separately after damage has been ascertained. These are to be paid immediately or will be claimed subsequently.

§ 23 Camping objects such as tents, furniture, vehicles, furnishings, etc. may not be left at the campsite. In case of violating behavior, the costs incurred will be charged.

§ 24 The earliest possible departure from our campsite during major events can be requested at the Info-Point on site. The traffic regulations outside the site are the sole responsibility of the respective organizer and are not within the sphere of influence of Camping PINK GmbH.

§ 25 The General Terms and Conditions shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of Austrian private international law.

§ 26 In the event of loopholes, the relevant statutory provisions shall apply. Should individual provisions of these General Terms and Conditions be invalid, the statutory provisions shall apply and this shall not affect the validity of the remaining provisions.

§ 27 The place of jurisdiction for all disputes shall be Austria; Austrian law shall apply exclusively for the resolution of disputes.