



General travel conditions (ARB 1992)

Pursuant to the consumer protection act (BGBl. 247/93) and the warranty act (BGBl. I Nr. 48/2001), as amended

In accordance with the first paragraph of Article 73 of the commercial act of 1994, the consumer policy advisory body of the minister of health, sports and consumer protection and Article 8 of the 1994 decree of the minister of economic affairs on the activities of travel bureaus (already Article 6, in accordance with BGBl II. Nor. 401/98).

The travel bureau may be a travel agency (Section A) and/or a tour operator (Section B).

The **travel agent** is interested in the generation of interest for the services of others (tour operators, carriers, hotels, etc.).

The **tour operator** is an enterprise which either offers several travel services at a package price (package tour, tour operation), or offering individual travel services as its own services, and generally offers its own brochures, etc. for this purpose.

An enterprise that operates as a tour operator may also, at the same time, act as a travel agent, when mediating services other than its own (e.g. optional trips at the travel destination) and indicates its status as an agent in this respect.

The following conditions contain the text of the contract whereby travel bureaus generally conclude an agreement either as travel agents (Section A) or tour operators (Section B) with their customers/travellers (in accordance with the consumer protection act).

The special conditions of

- intermediated tour operators,
- intermediated carriers (e.g. railway, coach, airlines or shipping companies) and
- other intermediated service providers

shall be applicable.

A. THE TRAVEL BUREAU AS AGENT

Travel conditions of Hungarotickets GmbH

effective from August 26th 2008

In accordance with the first paragraph of Article 73 of the commercial act of 1994, the consumer policy advisory body of the minister of health, sports and consumer protection and Article 8 of the 1994 decree of the minister of economic affairs on the activities of travel bureaus (already Article 6, in accordance with BGBl II. Nor. 401/98).

The travel bureau may be a travel agency (Section A) and/or a tour operator (Section B). The travel bureau will also act as a ticket agent of motorsport races (Section C).

All prices shall be given and accounts shall be rendered in Euros.

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An enterprise that operates as a tour operator may also, at the same time, act as a travel agent, when mediating services other than its own (e.g. optional trips at the travel destination) and indicates its status as an agent in this respect.

The following conditions contain the text of the contract whereby travel bureaus generally conclude an agreement either as travel agents (Section A) or tour operators (Section B) with their customers/travellers (in accordance with the consumer protection act).

Section C regulates the case when the travel bureau is only engaged in the selling of the admission tickets (tickets) and does not organise or intermediate package tours.

The special conditions of

- intermediated tour operators,
- intermediated carriers (e.g. railway, coach, airlines or shipping companies) and
- other intermediated service providers

shall be applicable.

A. THE TRAVEL BUREAU AS AGENT

The following conditions serve the basis of the contract to be concluded by the customer with an agent.

1. Booking/Contracting

Booking may take place in writing or in person/by phone. Bookings made in person/by phone shall be confirmed by the travel bureau in writing.

It is advisable that travel bureaus use standard booking forms, which includes reference to all important data in connection with the order of the customer, as well as the description of the service (catalogue, brochure, etc.).

With reference to its own services and the services of tour operators intermediated, a travel agent shall make reference to the GENERAL TRAVEL CONDITIONS in accordance with Article 6 of the decree on the activities of travel bureaus as well as to any conditions in difference therefrom, a copy of which, as the case may be, shall be handed over prior to the conclusion of the contract.

When the services of foreign enterprises (travel bureaus, tour operators) are intermediated, foreign law may also be applicable.

When a person makes a booking either for himself/herself or for a third party, he or she shall be deemed to act a customer, and in the absence or any statement to the contrary, he or she shall assume the obligations arising from the contract with respect to the travel bureau (payments, cancellation, etc.).

In the course of the booking, the travel bureau may demand payment of an administration fee and a deposit. Payment of the balance of the price and other expenses incurred (telephone fees, telegraph expenses, etc.) shall be due at the time when the tour operator or the service provider hands over the travel documents (other than personal documents) at the travel bureau.

Travel enterprises taking bookings shall hand over to the customer a certificate of the conclusion of the travel contract (travel certificate) at the time of the conclusion of the contract or immediately thereafter.

2. Information and other services

2.1. Information on passport, visa, foreign exchange, duty and health regulations

A valid passport is generally required for travelling abroad.

The travel bureau shall inform its customers of any additional foreign passport, visa and health regulations, as well as, upon request, the relevant foreign exchange and customs regulations, provided that these are accessible in Austria. The customer shall be otherwise responsible for compliance with the regulations. If possible, the travel bureau shall obtain the necessary visa in exchange for the payment of a fee.

If necessary, the travel bureau shall provide information on the regulations concerning foreigners, displaced (stateless) persons and

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1. Booking/Contracting

Booking may take place by way of the use webpage www.hungaroinfo.com/formel1 (the "website"), in writing, in person or by phone.

It is advisable that travel bureaus use standard booking forms, which includes reference to all important data in connection with the order of the customer, as well as the description of the service (catalogue, brochure, etc.).

With reference to its own services and the services of tour operators intermediated, a travel agent shall make reference to the GENERAL TRAVEL CONDITIONS in accordance with Article 6 of the decree on the activities of travel bureaus as well as to any conditions in difference therefrom, a copy of which, as the case may be, shall be handed over prior to the conclusion of the contract.

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In the course of the booking, the travel bureau may demand payment of an administration fee and a deposit. Payment of the balance of the price shall be by the deadlines specified on the invoice or other appropriate certificate.

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If necessary, the travel bureau shall provide information on the regulations concerning foreigners, displaced (stateless) persons and

those with a dual citizenship.

2.2. Information on travel services

The travel bureau shall provide information to the best of its knowledge with respect to the services of the tour operator or service provider it wishes to intermediate, taking into consideration the peculiarities of the contract in effect, as well as the characteristics of the destination country or the specific destination.

3. Legal status and liability

The liability of the travel bureau shall extend to the following:

- the careful selection of the tour operator or service provider, as well as the careful evaluation of the experiences gained;
- the faultless procurement of services, including the provision of appropriate information to the customer and the handing over of the travel documents;
- the forwarding of statements, declarations of intent and payments between the customer and the intermediated enterprise and vice versa (including, for example, changes in the services or the price, cancellations, complaints).

The travel bureau shall not be liable for the performance of the services intermediated or procured by it.

Travel enterprises shall, by way of the travel voucher, communicate to their customers the company name (product name), the address of the tour operator and, as the case may be, an insurer, when these data are not included in the brochure, catalogue or other detailed advertising materials. Failure to comply with the above requirements shall render the travel enterprise responsible as tour operator or service provider.

4. Defaults

If the travel bureau fails to perform its obligations arising from the contractual relationship, it shall compensate its customers in case it is unable to prove that neither the case of wilful misconduct nor gross negligence occurred.

In case of minor defaults, the travel bureau shall compensate the customer for any consequent damage suffered, up to the extent of the commission received from the business thus intermediated.

B. THE TRAVEL BUREAU AS TOUR OPERATOR

The following conditions serve as the basis of the contract to be concluded by the person making the booking with a tour operator either directly or by way of an intermediary. In case of the conclusion of a contract directly, the obligations of the intermediary shall be naturally binding upon the tour operator.

The tour operator principally accepts these GENERAL TRAVEL CONDITIONS, and pursuant to Article 6 of the public operating requirements, any conditions in difference shall be indicated in its

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The tour operator principally accepts these GENERAL TRAVEL CONDITIONS, and pursuant to Article 6 of the public operating requirements, any conditions in difference shall be indicated in its

advertising materials in detail.

1. Booking/Contracting

The travel contract between the person making the booking and the tour operator shall be concluded if the parties agree on all material provisions of the contract (price, services, dates). The conclusion of the contract shall give rise to certain rights and obligations of the customer.

2. Change in the person using the travel services

Any change in the person using the travel services shall be possible only if the new traveller fulfils all conditions of participation. Two way of the above are possible:

2.1. Assignment of the entitlement to the travel services

The obligations of the person making the booking as set forth in the travel contract shall remain in effect, if all or certain entitlements under this contract are assigned onto a third party. In this case, the person making the booking shall be liable for any excess costs incurred in connection with such assignment.

2.2. Assignment of the travel

If the customer is prevented from the commencement of the travel, he or she may assign the contractual relationship onto a third party. The fact of the assignment shall be notified to the tour operator either directly or by way of an intermediary, within a certain deadline prior to the commencement of the travel. The relevant deadline may be determined by the tour operator in advance. The assignor and the assignee shall be jointly liable for the unpaid balance of the invoice, as well as any additional expenses incurred in connection with the assignment.

3. The content of the contract, information and other services

In addition to information obligations also affecting the intermediary (information on passport, visa, foreign exchange, customs and health regulations), the tour operator shall also provide appropriate information on the services provided by it. The description of the services in the catalogue or brochure in effect at the time of the booking, as well as all additional information set forth therein shall constitute part of the travel contract, except when an agreement in difference from such conditions is concluded in the course of the booking. It is advisable that such agreements be set forth in writing.

4. Travel involving special risks

In case of tours involving special risks (e.g. expedition types of tours), the tour operator shall not be liable for any events arising from such risks when such events are beyond its scope of liability.

The tour operator shall exercise due care in the preparation of the travel services, as well as in the selection of the persons and enterprises in charge of the performance of the individual travel services.

5. Legal situation in case of defaults

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In addition to information obligations also affecting the intermediary (information on passport, visa, foreign exchange, customs and health regulations), the tour operator shall also provide appropriate information on the services provided by it. The description of the services on the webpage www.hungaroinfo.com/formel1 shall constitute the subject of the travel contract, except when a different agreement is concluded in the course of the booking. It is advisable that such agreements be set forth in writing.

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5. Legal situation in case of defaults

5.1. Warranty

In case of a failure or default of performance, the customer is entitled to submit a warranty claim.

The customer agrees that in case of a claim for a change or price reduction arising, the tour operator shall provide faultless service or shall rectify the default.

The service provider shall either rectify the default, or shall provide service that is of equivalent or higher value with the original service, in agreement with the customer.

5.2. Damages

If a default attributable to the tour operator or its associates occurs with respect to the obligations set forth in the contract, then the tour operator shall be required to pay damages to the customer.

With the exception of personal injury, the tour operator shall not be liable for persons other than its own employees in case it is unable to prove that neither the case of wilful misconduct nor gross negligence occurred.

With the exception of cases of wilful misconduct or gross negligence, the tour operator shall not be liable for objects which are not usually taken along by travellers, except when such objects have been taken over for custody, in awareness of these circumstances.

For the above reason, it is not advisable that the customer keep especially valuable objects with himself or herself. It is recommended that the objects are given into custody in a proper manner.

5.3. Giving notice of defaults

The customer shall immediately notify the representative of the tour operator of any default experienced in the performance of the contract during the tour. The condition for the above is that the customer be aware of such representative and be able to reach him or her without having to make particular effort. Failure to give such notice shall not affect the warranty claim of the customer under clause 5.1, but it may reduce the available claims for compensation. However, the tour operator shall, under all circumstances, inform the customer of his obligation to give notice of defaults directly or by way of an intermediary. Timely notice shall be given to the customer also to the effect that failure to give notice shall not affect the warranty claim, but it may reduce the available claims for compensation.

In the given situation, in the absence of a local representative, it is advisable to notify the service provider concerned (e.g. hotel, airline) or the tour operator directly of any default and to request that it be rectified.

5.4. Special legal regulation of liability

The liability of air travel operators is regulated, *inter alia*, by the Treaty of Warsaw and its supplementary treaty; in case of travel by rail or coach, the terms of railway or road third party liability

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The liability of air travel operators is regulated, *inter alia*, by the Treaty of Warsaw and the Treaty of Montreal, as well as their supplementary treaties; in case of travel by rail or coach, the terms

insurance are applicable.

6. Enforcement of claims emerging

In order to facilitate the enforcement of claims emerging, it is advisable for the customer to obtain written certificates of the failure or default of performance, as well as invoices, evidence and witnesses.

Warranty claims may be enforced within two years.

Claims for damages shall lapse after three years.

In the interest of the traveller, it is advisable that claims be asserted with the tour operator or by way of the intermediating travel bureau immediately upon return from the travel, as difficulties of providing satisfactory evidence may arise with the elapse of time.

7. Rescinding the contract

7.1. Cancellation by the customer prior to commencing the travel

a) Cancellation without a cancellation fee (penalty)

Apart from cases of cancellation defined by law, the customer has the right of cancellation prior to the commencement of the service without the service provider entitled to raise any claims against him or her in the following cases:

- if the material provisions of the contract, including the price of the travel services, change significantly; or
- the failure of the character or the objective of the travel programme or the increase of the travel fees as per clause 8.1 by more than 10% shall, in all cases, a modification of the contract.

The tour operator shall, directly or by way of the intermediating travel bureau, immediately notify the customer of the modification of the contract and offer the options of either accepting such modification or the rescission of the contract, and inform the customer of its obligation to make a choice between such options without delay.

If the tour operator is at default with respect to the occurrence causing the customer to rescind the contract, then the tour operator shall be required to pay damages to the customer.

b) Demanding supplementary services

If the customer did not choose the option of rescinding the contract as per paragraph a) above and the tour operator cancels the travel service for a reason that the customer is not at default for, then the customer may, instead of demanding the performance of the contract, also demand another equivalent travel service, provided that the tour operator is capable of satisfying such demand.

In addition to the demand to make a choice as specified above, the customer also has the right to demand damages when the cases mentioned in clause 7.2 did not occur.

of railway or road third party liability insurance are applicable.

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If its wilful misconduct or gross negligence renders the tour operator at default with respect to the occurrence causing the customer to rescind the contract, then the tour operator shall be required to pay damages to the customer.

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In addition to the demand to make a choice as specified above, the customer also has the right, in case of gross negligence or the wilful failure to perform the contract, to demand damages when the

c) Cancellation with a cancellation fee (penalty)

The cancellation fee shall be defined as a percentage of the price of the travel service, and shall be determined by the time of the cancellation and the type of travel. The price of the travel services shall be understood as the full price of the services specified in the contract.

In all cases other than those regulated in paragraph a) above, the customer has the right to rescind the contract with the payment of a cancellation fee. In case of a disproportionately high cancellation fee, the court may, in its ruling, decrease the extent of the same.

On the basis of the different types of travel, the following cancellation fees per person may be charged:

1. Charter flights, group-IT (group package tours with scheduled flights), coach tours (of several days in duration)

30 or more days prior to the commencement of the travel: 10% of the price of the travel

20-29 days prior to the commencement of the travel: 25% of the price of the travel

10-19 days prior to the commencement of the travel: 50% of the price of the travel

4-9 days prior to the commencement of the travel: 65% of the price of the travel

3 days (72 hours) prior to the commencement of the travel: 85% of the price of the travel

2. Individual-IT (individual package tours with scheduled flights), railway tours (with the exception of special trains)

30 or more days prior to the commencement of the travel: 10% of the price of the travel

20-29 days prior to the commencement of the travel: 15% of the price of the travel

10-19 days prior to the commencement of the travel: 20% of the price of the travel

4-9 days prior to the commencement of the travel: 30% of the price of the travel

3 days (72 hours) prior to the commencement of the travel: 45% of the price of the travel

Special conditions are applicable in case of hotel accommodation with special rates, boat tours, one-day coach tours, special trains and scheduled flights. These shall be indicated in the detailed

cases mentioned in clause 7.2 did not occur.

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Az utazás fajtájának megfelelően személyenként a következő stornódíjak szabhatók ki:

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30 or more days prior to the commencement of the travel: 10% of the price of the travel

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The customer shall, in addition, pay the price of all admission tickets ordered by him or her.

Special conditions are applicable in case of hotel accommodation with special rates, boat tours, one-day coach tours, special trains and scheduled flights. These shall be indicated in the detailed

programme.

Statement of rescission

In case of rescission of the contract, the following provisions shall be taken into consideration:

The customer (principal) may at any time notify the travel bureau where the booking was made that he or she rescinds the contract. In case of cancellation, it is advisable that such cancellation is made

- either by way of registered mail;
- or in person, with simultaneous written statement.

d) No-show

No-show means that the customer fails to participate in the tour because he or she does not feel like participating, or due to his or her own negligence, or due to an unforeseen event. If it turns out that the customer does not wish to use any subsequent services of the tour either, then 85% of the travel price shall be paid in case of tours under the above paragraph c1) (charter flights, etc.) and 45% in case of tours under paragraph c2) (individual tours, etc.).

In case of a disproportionately high cancellation fee, the court may, in its ruling, decrease the extent of the same.

7.2. Cancellation by the tour operator prior to the commencement of the travel

a) The tour operator is relieved from the obligation to perform the contract in case the number of participants does not reach the minimum number as determined in advance and provided that the customers are notified of the cancellation within the deadlines specified in the description of the travel services or within the following deadlines:

- at least 20 days prior to the commencement of the travel in case of tours lasting more than 6 days;
- at least 7 days prior to the commencement of the travel in case of tours lasting 2 to 6 days;
- at least 48 days prior to the commencement of the travel in case of one-day tours.

If the tour operator is at default beyond minor negligence for not achieving the minimum number of participants, the customer may demand damages, the amount of which shall not be higher than the extent of the cancellation fee.

The payment of damages in excess of this amount shall not be excluded.

b) Cancellation is due to force majeure, i.e. unusual and unforeseeable events, if the party evoking force majeure has no control over the occurrence of such events and the consequences of its could not have been prevented under any circumstances. Re-booking shall not be deemed as force majeure; however, force majeure shall include government decrees, strikes, wars or situations similar to wars, epidemics, natural disasters, etc.

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In case of a disproportionately high cancellation fee, the court may, in its ruling, decrease the extent of the same.

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The payment of damages in excess of this amount shall not be excluded.

b) Cancellation is due to force majeure, i.e. unusual and unforeseeable events, if the party evoking force majeure has no control over the occurrence of such events and the consequences of its could not have been prevented under any circumstances. Re-booking shall not be deemed as force majeure; however, force majeure shall include government decrees, strikes, wars or situations similar to wars, epidemics, natural disasters, etc.

c) In the a) and b) cases, the amount already paid shall be refunded to the customer. The customer is entitled to choose in accordance with the first paragraph of clause 7.1.b).

7.3. Cancellation by the tour operator after the commencement of the travel

The tour operator is relieved from the obligation to perform the contract in case the customer in the course of group travel disturbs the travellers with his or her constant and rude behaviour despite warnings.

In this case, the customer shall, in case of default imputable to him or her, pay damages to the tour operator.

8. Modifications of the contract

8.1. Price modifications

The tour operator reserves the right to increase the price fixed in the booking in case of the occurrence of factors that are independent of the intent of the tour operator, provided that the travel takes place more than two months after the conclusion of the contract. Such factors are exclusively: changes in transportation costs – e.g. fuel costs, changes in fees, airport taxes, port fees or other, appropriate fees at airports, as well as foreign exchange rates.

Any price decreases attributable to the above reasons shall also be forwarded to the travellers as well.

Within the two-month deadline, the prices can only be increased if an agreement was concluded with respect to the causes for such increase in the course of the booking, and this is indicated on the booking voucher.

From the 20th day prior to the commencement of the travel, the prices cannot be modified.

Any modification of the price is only permitted if, beyond the satisfaction of the conditions agreed upon, the exact method of calculating the new price is also given.

Modifications of the price and the circumstances thereof shall be communicated to the customer without delay.

In case of price modifications in excess of 10%, the rescission of the contract by the customer is possible under all circumstances [see clause 7.1.a)].

8.2. Modification of the service after the commencement of the travel

In case of modifications for which the tour operator is responsible, the provisions set forth in clause 5 (legal situation in case of defaults) shall be applicable.

If it turns out after the commencement of the tour that a significant part of the services set forth in the contract is not or cannot be

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performed, then the tour operator shall, without the payment of separate fees, take measures for ensuring that the tour can be continued. If such measures cannot be taken, or the traveller reasonably refuses to accept these measures, then the tour operator shall provide, without the payment of separate fees, an opportunity of equal value whereby the customer can travel to the agreed upon destination or such other destination that was approved by the customer. The tour operator shall otherwise, in case of the failure or default of performance of the contract, provide the customer with assistance as far as possible for overcoming the difficulties emerging.

9. Information to third parties

No information shall be given to third parties on the names of persons participating in the travel or the whereabouts of the travellers even in urgent cases, except with the express consent of the traveller. Expenses incurred in connection with the delivery of urgent messages shall be borne by the traveller. It is advisable, therefore, that the travellers provide their relatives with the contact information at the destination.

10. Other

The provisions of clause 7.1.c) above, the preceding paragraph b) (rescission), clause 7.1 d) and the preceding paragraph c) (No-show), as well as clause 8.1. (price modifications) are non-mandatory recommendations of the federation under no. 1 Kt 718/91-3, and as such these are located under no. 25 Kt 793/96-3 in the cartel register.

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C. THE TRAVEL BUREAU AS A TICKET SALES AGENCY

a) Booking

The customer may order the desired number of tickets for the Grand Prix or other programmes by way of the use of the website, in writing, in person or over the phone. The order of the customer will constitute a contractual offer in the legal sense of the word. The travel bureau shall accept the offer by way of its confirmation or sending the tickets within 14 days.

b) The requests of the customer in terms of seats

The service provided by the travel bureau is specifically limited to the sale of an admission ticket within the categories of choice. The customer may express his or her desire for a specific seat within the given category. The travel bureau shall strive to satisfy such requests, but it is not obliged to satisfy demands for specific seats.

c) Payment

Payment shall be made within the deadline indicated on the electronic confirmation. If payment is not received within the given deadline to the account of the travel bureau, the latter may rescind the contract without setting an extended deadline, and may sell the ticket(s) to third parties. All costs incurred in connection with the above shall be borne by the customer. If, despite its efforts the travel bureau is not successful in selling the tickets, it is entitled to damages as prescribed by law.

The exchange of tickets already paid for shall not be possible.

The tickets booked pursuant to paragraph a) shall be forwarded only after the receipt of payment for the same.

d) Cancellation

In accordance with § 5f Z 7 KSchG a cancellation of tickets is not possible, since such leisure services are excluded from the right of withdrawal.

e) The forwarding of the tickets

Tickets paid for shall be forwarded by a carrier partner or courier at the customer's risk not later than three weeks before the Grand Prix. The parcel shall be insured for usual forwarding costs up to the value of the parcel. The customer shall consent to delivery by the carrier partner or courier.

D. GENERAL

In all disputes related to the termination, conclusion or effect of the contract between the travel bureau and the customer, the Inner City Court of Vienna shall be competent. This agreement is only valid in case of customers in the meaning of the consumer protection act of Austria if they have no registered domicile or a general place of residence in Austria, and they are not employed in the country.

For all contracts concluded between the travel bureau and the customer, the laws of Austria and the United Nations Convention on the International Sale of Goods shall be applicable. Any binding customer protection regulations in effect at the domicile of the customer shall be independent from the above.

The travel bureau acknowledges the Internet-ombudsman (www.ombudsmann.at) as the institution competent for settling disputes outside of court.