

General Terms and Conditions (GTC) for our Online Shop at shop.casinos.at

1. OPERATOR INFORMATION / IMPRINT

Casinos Austria AG, Rennweg 44, A-1038 Vienna, Tel.: +43 1 534 40 50.

In the context of these GTC, "Casino(s)" shall mean one or more of the casino operations of Casinos Austria AG

Fax: +43 1 534 40 22222

E-mail: service@casinos.at

Legal form: Public limited company

Registered office of the company: Vienna

Commercial Register number: FN 99639 d of the Commercial Court of Vienna as
Commercial Register court

Chamber affiliation: Vienna Chamber of Commerce

Professional Association of
(1) Banks and Bankers,
(2) Booking and Media Businesses,
(3) Retail Trade in Fashion and Leisure Articles
(4) Travel Agencies

UID Number: ATU 15662209.

Trade regulations: Austrian Industrial Code 1994 –

GewO 1994, as amended, most recently by BGBl. I
No. 121/2009

Voluntary code of conduct: <https://www.quetezeichen.at>.

Media owner, editor and
publisher: Casinos Austria AG, Rennweg 44, 1038 Vienna

Management Board: Erwin von Lambaart, Martin Škopek

Address of the Management
Board: Address of the Management Board: Rennweg 44,
A-1038 Vienna

<https://management.casinos.at>

2. GENERAL PROVISIONS

2.1. Scope of application

These General Terms and Conditions (hereinafter referred to as “GTC”) apply to the sale of all goods and services (hereinafter referred to as “Casino Shop Products”) of Casinos Austria AG (hereinafter referred to as “Casinos Austria”) offered both via Casinos Austria’s online shop at the website shop.casinos.at and in the casinos (hereinafter referred to as “Online Shop”) and to the resulting business relationship with the Purchaser.

These GTC shall take precedence over any GTC used by the Purchaser. The language for contracting, ordering and transacting business is German.

2.2. Online catalogue

Casinos Austria offers customers the ability to purchase various Casino Shop Products in its Online Shop at shop.casinos.at. Casino Shop Products are Casinos Austria printable vouchers and voucher booklets, Casinos Austria deposit tournament tickets and casino gift boxes. The presentation of Casino Shop Products on the Online Shop does not constitute a legally binding offer by Casinos Austria, but rather constitutes a non-binding online catalogue.

2.3. Rules governing visits and gaming

The Rules of Casinos Austria on Visits and Gaming (hereinafter referred to as the “RVG”) must be complied with. They may be viewed at: <https://www.casinos.at/casinos/besuchs-und-spielordnung> (available in German). Vouchers may only be passed on to persons who meet the personal criteria under the RVG. They entitle the holder to redeem them once subject to the terms of these GTC and the RVG.

3. FORMATION OF CONTRACT

The Purchaser must be at least 18 years of age to purchase a Casino Shop Product.

Once the Purchaser has selected the desired Casino Shop Product, he or she may place it in the shopping cart by clicking on the [Add to cart] button. The contents of the shopping cart may be viewed at any time without obligation by clicking on the [Shopping cart] button. The Casino Shop Products in the shopping cart may be removed from the shopping cart at any time by clicking on the [X] button and may be edited by clicking on the “pencil icon”. The order may be placed as a guest by clicking on the [Continue as guest] button or as a registered user with a “My Casino account” (hereinafter referred to as a “My Casino User” by clicking on the [Continue with account] button. The terms and conditions of use for My Casino User are available at the following link: <https://www.casinos.at/en/terms-of-use>

After entering the Purchaser's personal data and selecting the type of payment and delivery, the Purchaser will be taken to the order page by clicking on the [Continue] button, where all entries can be checked again. By clicking on the checkbox [Yes, I have read and accepted the General Terms and Conditions] before placing the order, the Purchaser is deemed to agree to these GTC and is bound by them. By clicking on the button [Buy now], the Purchaser places a binding order for the Casino Shop Products contained in the shopping cart, which requires the Purchaser to pay for them and is directed to the website of the selected payment service provider.

After the Purchaser has entered the payment data (credit card data, account data) and this has been verified by the payment service provider, the order process is completed. The Purchaser's order constitutes an offer to Casinos Austria to conclude a contract.

The text of the contract will be saved by Casinos Austria for invoicing and sent to the buyer in an order confirmation by e-mail.

Confirmation of receipt of the order is sent by automated e-mail, together with acceptance of the order, immediately after the order is sent. The new confirmation of receipt of the order by Casinos Austria does not constitute acceptance of the order, and is solely for purposes of informing the Purchaser. The contract with Casinos Austria is deemed to be concluded upon receipt of the e-mail confirmation (order confirmation/invoice) from Casinos Austria. Casinos Austria is expressly not obliged to accept incoming orders from the Purchaser.

Answers to frequently asked questions may be found on the FAQ service page at the Casinos Austria website: <https://www.casinos.at/faq?category=online-shop> (available in German)

Orders will be processed within two (2) business days during the opening hours of the Casinos Austria Logistic Centre.

Enquiries regarding orders are processed within two (2) business days during the opening hours at the Casinos Austria Service Centre. Opening hours and contact details of the Casinos Austria Service Centre may be found at the following link: <https://www.casinos.at/en/contact>

4. PRICES

All prices stated in the Online Shop are quoted as gross prices in Euro, including any statutory value-added tax (VAT), but excluding the separately stated shipping costs. The gross total price plus any shipping costs is shown at the end of the order before the Purchaser clicks on the [Buy now] button. All prices are current prices and are valid until revoked.

5. DELIVERY, SHIPPING AND FEES

5.1. Passage of risk upon delivery

When a Casino Shop Product is shipped, the risk of loss or damage shall not pass to the Purchaser until the Casino Shop Product is delivered to the Purchaser or to a third party designated by the Purchaser who is other than the carrier.

5.2. Print-at-home casino vouchers

Immediately after the contract is concluded, the voucher may be saved and printed out by the Purchaser or retrieved by smartphone wallet by means of an instant download. In addition, the voucher will be sent by e-mail to the e-mail address provided by the Purchaser.

5.3. Stake tickets for poker tournaments

The stake ticket may be ordered online and saved and printed out by the Purchaser immediately after formation of the contract via instant download or may be retrieved via the smartphone wallet. In addition, the stake payment ticket will be sent by e-mail to the e-mail address provided by the Purchaser.

5.4. Casino voucher booklets & gift boxes (postal delivery)

Voucher booklets and gift boxes will be delivered by post. Shipping is effected via standard delivery. The delivery charge for standard delivery by post is a flat rate of EUR 4.20 per order. If the Purchaser selects a special delivery method (COD or postal express) when placing the order, the additional costs exceeding the flat-rate delivery charge shall also be borne by the Purchaser. Normally, delivery will be made within seven (7) working days of the order.

List of all shipping charges for delivery by post (available in German):

<https://shop.casinos.at/lieferung-und-gebuehren>

6. PAYMENT

6.1. Payment methods

We accept the following methods of payment:

- Credit card (Visa, Mastercard): Credit card payments are generally expected to be charged on the same day. When paying by credit card, Purchasers must provide the following data: cardholder, card number, credit card company, expiry date, CVN code. The data is transmitted in encrypted form and is thus not accessible to unauthorised persons.

Further information may be found at: <https://www.casinos.at/faq?category=online-shop> (available in German)

- 'Sofort-Überweisung' instant transfer: When paying by Sofort-Überweisung, the payment is made via the online banking account of the Purchaser during the order process. This payment process is handled by the payment service provider Klarna Bank AB (publ) (hereinafter "Klarna"). Casinos Austria has no oversight over this payment process. The following data is required to carry out the instant bank transfer: account holder, bank code, account number, PIN, TAN of the online bank account. The data transfer with Klarna is encrypted and therefore cannot be viewed by unauthorised persons.
- Cash on delivery (COD): In the case of COD payment, the purchase price becomes due upon delivery of the goods and invoicing to the Purchaser.

6.2. Casino vouchers for printing out

Payment is made by credit card (Visa, Mastercard) or by online bank transfer Sofort-Überweisung.

6.3. Stake tickets for poker tournaments

Payment is made by credit card (Visa, Mastercard) or by online bank transfer Sofort-Überweisung. When purchasing stake tickets, the amount of the stake equals a percentage of the buy-in. The remaining amount must be paid at the casino in question before the start of the tournament, upon presentation of the stake ticket.

With the purchase of the stake ticket, the starting position in the respective tournament is guaranteed, up to the 30 minutes before the start of the tournament.

6.4. Casino vouchers booklets & gift boxes

Payment may be made by credit card (Visa, Mastercard), online bank transfer via Sofort-Überweisung or COD.

7. RESERVATION

If Casinos Austria requires a separate gaming table, croupier/croupière, catering or other preparations for provision of the services evidenced by the voucher, a reservation must be made prior to redemption. Cancellations of reservations made must be notified, to the extent possible, no later than two (2) business days prior to the reservation date.

8. REDEMPTION OF VOUCHERS

Each voucher purchased by the Purchaser(s) from the Online Shop is redeemable within five (5) years from the date of issue (hereinafter referred to as the “Redemption Period”). After expiry of the Redemption Period, the voucher shall lapse. The cash redemption of a voucher not redeemed within the Redemption Period is not permitted. After expiry of the Redemption Period, the voucher can no longer be used.

The vouchers are transferable.

Casinos Austria accepts no liability in the event of loss, theft, illegibility, damage, misuse or unauthorised use of a voucher. In such cases, there is no entitlement to replacement.

9. SPECIAL REDEMPTION TERMS FOR PRE-FUNDED VOUCHERS

Vouchers are available in the Online Shop in denominations of EUR 10, 20, 50 or 100. Pre-funded vouchers can only be redeemed at the reception desk of casinos and at the cash desks for the purchase of Casinos Austria products during the redemption period. The redemption of pre-funded vouchers is not possible via the Online Shop. Pre-funded vouchers can only be redeemed once during the redemption period. In the case of pre-funded vouchers with EUR 100, at least EUR 60 must be redeemed. Any remaining balance after redemption will either be paid out in cash or credited to the Spiel Card or Glücks Card, depending on the wishes of the Purchaser.

The combination of pre-funded vouchers and other payment methods, as well as payment by several pre-funded vouchers at the same time, is possible. The pre-funded vouchers are provided with a unique barcode which is required to redeem them. Casinos Austria shall not be liable for spelling mistakes in the e-mail address of the recipient of the voucher.

10. RIGHT OF CANCELLATION AND EXCEPTIONS

10.1. Exercise of the right of cancellation

As a consumer within the meaning of the Austrian Consumer Protection Act ([German acronym:] KSchG), the Purchaser has the statutory right to cancel/resile from the contract with Casinos Austria within 14 days from the date on which the Purchaser or third party named by the Purchaser who is not the carrier has received the Casino Shop Product. However, this does not apply to tournament tickets, if the cancellation/rescission [hereinafter referred to as “cancellation”] takes place after the tournament date.

It is only possible to cancel an order in its entirety. It is not possible to cancel individual products/vouchers (e.g. group packages such as Fun & Friends Table, Zone and All-In-One).

However, there shall be no right of cancellation in the event that, on the basis of an express request by the Purchaser pursuant to sec. 10 of the Distance and Field Sales Act ([German acronym:] FAGG) and confirmation by the Purchaser of his/her knowledge of the loss of the right of cancellation where the contract has been fully performed by Casinos Austria, performance of the contract was commenced prior to expiry of the cancellation period and was then performed in full.

In order to exercise the right of cancellation, the Purchaser must inform Casinos Austria (address: Rennweg 44, 1038 Vienna; shop@casinos.at; Fax: +43 1 534 40 22222) of the decision to resile from the contract by a clear declaration (e.g. letter sent by post, fax or e-mail). The Purchaser may also use the model cancellation form available under the link [Cancellation form](#), but this is not mandatory. The declaration of cancellation is not bound to any particular form. The cancellation period shall be deemed to have been complied with if the Purchaser sends the declaration of cancellation to Casinos Austria during the cancellation period.

10.2. Consequences of cancellation

If the Purchaser cancels the contract within the cancellation period, Casinos Austria shall refund any payments made by the Purchaser. In the event of cancellation, Casinos Austria shall reimburse all payments made by the Purchaser, including shipping costs (with the exception of additional costs arising from the fact that the Purchaser has chosen a form of delivery other than the most favourable standard delivery offered by Casinos Austria), promptly, but within 14 days at the latest from the date of receipt of the notice of cancellation by Casinos Austria. The same method of payment shall be used for refund as the Purchaser used for processing his or her payment. Casinos Austria may refuse to make refund until the Casino Shop Product has been returned to Casinos Austria or until proof has been provided that the Casino Shop Product has been returned, whichever is earlier.

If the Purchaser cancels the contract, the Casino Shop Product must be returned to Casinos Austria without delay, but no later than 14 days from the date of the notice of cancellation. The time limit for return shall be deemed to have been complied with if the Purchaser sends the Casino Shop Product to Casinos Austria within the time limit for return. The Purchaser shall bear the direct costs of returning the Casino Shop Product.

A purchased casino voucher for printing (Print-at-home) does not have to be returned to Casinos Austria after the declaration of cancellation, but rather loses its validity.

If the customer cancels the purchase of a Casino Shop Product during the cancellation period and if the customer has already made use of services from that product, the customer shall

pay the *pro rated* amount due for the service already utilised. The amount shall consist of the service already rendered and the total scope of the intended service.

11. RESERVATION OF TITLE

The Casino Shop Product shall remain the property of Casinos Austria until full payment of Casinos Austria's claims. If the Casino Shop Product is passed on to a third party, the reservation of title must be pointed out separately and thus remains valid.

12. WARRANTY

The warranty shall be governed by the applicable statutory provisions. It is limited to the statutory period of two (2) years from the date of acceptance of the goods by the Purchaser or, in the case of services, from the date of conclusion of the service contract.

In the case of well-founded complaints, the goods will either be replaced free-of-charge or remediated, for which a reasonable grace period must be granted. If replacement or remediation is unfeasible (not possible, the effort involved is excessive, unreasonable, delay etc.), the Purchaser shall be entitled to an abatement of the price or, if the defect is not minor, to cancellation of the contract.

Defects that do occur must be notified as far as possible upon delivery or as soon as they become visible. If the purchase is a business transaction (B2B), the entrepreneur must inspect the goods within two weeks after receipt and notify Casinos Austria immediately if a defect is found.

13. LIABILITY

Casinos Austria shall only be liable for damages caused by intentional acts or gross negligence. Liability for slight negligence is hereby disclaimed. Casinos Austria shall not provide any compensation for indirect damages, lost profits, financial losses, consequential damages, failing to achieve savings and damages resulting from claims of third parties against the Purchaser. These limitations of liability do not apply to consumers within the meaning of the Consumer Protection Act (KSchG) for personal injury and damages arising from a breach of the primary contractual obligation.

14. APPLICABLE LAW, JURISDICTION

All transactions are governed by Austrian law. It is expressly agreed that the conflicts-of-law provisions of Austrian law and the provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

If the Purchaser is a consumer within the meaning of the Consumer Protection Act (KSchG), jurisdiction for actions against the consumer shall be vested in the court in whose district the consumer's domicile, habitual residence or place of employment is located. In all other cases, the exclusive jurisdiction is agreed to be vested in the court with subject-matter jurisdiction thereof at the place of Casinos Austria's registered office.

15. CONCILIATION

Casinos Austria undertakes to participate in the conciliation procedure of the Internet Ombudsman's Office in the event of disputes: <https://www.ombudsstelle.at>.

More detailed information on the types of proceedings is available at <https://www.ombudsstelle.at>.

The OS platform may also be used to settle disputes with our company: <https://ec.europa.eu/consumers/odr>.

Our e-mail address: service@casinos.at

16. SEVERABILITY CLAUSE

Should any of the provisions of these GTC, for whatever reason, be found invalid or void in whole or in part, this shall not affect the validity of the remaining provisions hereof. The fully or partially invalid provision shall be deemed replaced by a provision whose economic effect comes as close as possible to that of the invalid provision. The same shall apply to any contractual gaps.

GTC version 10.1, valid as of July 7, 2023