

# TERMS AND CONDITIONS FOR THE SALE OF STEFFL SHOPPING VOUCHERS BY “STEFFL HANDELS GMBH”

## GENERAL PROVISIONS

These terms and conditions apply to all purchase agreements for a “STEFFL Shopping Voucher” concluded with STEFFL Handels GmbH (hereinafter referred to as “STEFFL” or “Company”). These Terms and Conditions apply exclusively to the purchase of vouchers and do not apply to purchases of goods or services at the STEFFL department store.

Depending on the type of order, the customer has the option to purchase a printed or digital shopping voucher in the form of a PDF document. The voucher may be redeemed for goods and services offered by the Company, which include all products offered by the Company at the STEFFL department store and by Skybox Gastronomiebetriebs GmbH, Kärntner Straße 19, 1010 Vienna. The value of a single certificate corresponds to the euro amount printed on it.

## ONLINE ORDER

The order for the respective shopping voucher is placed electronically via the Shopping Voucher shop offered on the website at [www.steffl-vienna.at](http://www.steffl-vienna.at). Before completing the order process, the customer must accept information regarding the terms of the contract, the application of these terms and conditions, as well as information for consumers pursuant to § 5 KSchG and § 4 FAGG (e.g., right of withdrawal), and declare that they have taken note of the information provided or made available.

## CONCLUSION OF THE CONTRACT FOR ONLINE ORDERS

When placing an online order, the customer selects the desired value and quantity and then clicks the “Add to Cart” button. The selected shopping voucher is added to the shopping cart and temporarily stored there during the visit to the website. Once the shopping cart has been filled and the order is to be completed, the desired items can be reviewed in the shopping cart (“View Cart”).

By clicking the “Proceed to Checkout” button, a binding offer to purchase is submitted. The customer can order as a guest or as a Steffl Online account holder. After entering personal data, address, and billing information, the customer follows the instructions in the order and payment process. To complete the payment, the customer is redirected to the secure page of a payment service provider and its payment gateway. At the time of payment, the customer enters the data required



for the selected payment method into the payment gateway form. A successful payment is immediately clearly displayed to the customer.

## **ORDERING BY PHONE OR ELECTRONICALLY**

If a shopping voucher is ordered by phone or electronically (via email), the customer must provide their customer, billing, and shipping information by phone or electronically. Submission of the order constitutes a binding offer to purchase. For electronic orders placed via email or telephone, an individual payment link ("Pay per Link") is generated upon receipt of the order and sent to the email address provided by the customer, along with the essential terms of the contract and the terms and conditions, including the cancellation policy. By clicking on the link, the customer is redirected to a secure page of the payment processing provider. On the payment page, the customer can select the desired payment method from various options and complete the payment.

## **COMPLETION OF THE PURCHASE AND PROCESSING OF THE PAYMENT**

The purchase is completed once the voucher has been paid for in full and the voucher has been delivered (electronically or by post) or made available to the customer. During the payment process, the customer enters the required card/bank details into the payment processor's database. The transaction data is then stored on the payment processor's server. STEFFL shall not be liable for damages resulting from incorrect or incomplete information provided by the customer.

## **ISSUANCE AND DELIVERY**

Vouchers are provided with an identification number and a barcode, which are required to redeem the voucher. Depending on the selected voucher, the voucher is provided electronically as a PDF document that the customer can print out. If the printed voucher is selected when ordering by phone or electronically via email, it will be sent to the provided mailing address. Postage costs will be communicated on a case-by-case basis. STEFFL is not responsible for the loss of vouchers sent by mail or via courier services. In such cases, the company is also not liable for any consequences of delayed delivery. No replacement voucher will be issued in the event of loss, theft, destruction or damage to a voucher. The purchaser of the voucher is responsible for providing the correct information regarding the address to which the voucher and invoice are to be sent. The customer is obligated to check the voucher immediately upon receipt for completeness and accuracy, as well as for consistency with the purchase details.



## **VALIDITY AND REDEMPTION**

Vouchers cannot be returned after the 14-day cancellation period has expired; they may not be sold and cannot be redeemed for cash. If vouchers are redeemed during the cancellation period, the purchase cannot be canceled. Non-personalized shopping vouchers are generally transferable and can be redeemed by anyone. Any number of shopping voucher may be redeemed during a single purchase. If a remaining balance remains after payment with a shopping voucher, it will be retained and can be used for future payments. In such cases, the remaining balance will remain credited to the voucher and may be used for future purchases.

## **CANCELLATION POLICY**

In the case of electronic purchases of shopping vouchers, the purchase may be canceled within 14 days without providing a reason, in any form (letter, fax, email) by means of a clear statement or, if the shopping voucher is transferred before the deadline expires, also by returning the shopping voucher. The withdrawal may be declared in any form by means of an unequivocal statement.

The period begins upon receipt of this notice in writing, but not before the recipient receives the shopping voucher. To meet the cancellation deadline, it is sufficient to send the cancellation notice or the shopping voucher in a timely manner. The voucher becomes invalid upon receipt of the withdrawal notice. The cancellation must be sent to STEFFL Handels GmbH, Reference: "STEFFL Voucher," Kärntner Straße 19, 1010 Vienna, or via email: kundenservice@steffl-vienna.at. If vouchers have already been redeemed in full or in part during the cancellation period, the purchase can no longer be canceled. If the contract is canceled, all payments received by STEFFL, including delivery costs (except for any additional costs arising from the customer's choice of a delivery method other than the least expensive standard delivery offered by STEFFL), will be refunded immediately and no later than fourteen days from the date on which notice of the cancellation of this contract was received. This refund will be made using the same payment method used for the original transaction, unless expressly agreed otherwise at; in no event will any fees be charged for this refund.

## **DATA PROTECTION**

The provisions and information regarding data protection are set forth in a detailed privacy policy, available at [www.steffl-vienna.at/Datenschutz](http://www.steffl-vienna.at/Datenschutz). STEFFL processes personal data provided in accordance with this policy exclusively to fulfill contractual and legal obligations as well as to safeguard (predominantly) legitimate interests. This includes, for example, the processing of voucher purchases, events, targeted direct marketing, and the improvement of customer relationships. For the performance of contractual obligations, STEFFL may engage affiliated companies and external service providers acting as processors who are contractually obligated



to comply with data protection regulations. As data controllers, third parties are themselves responsible to the customer for compliance with data protection regulations. The customer may at any time unconditionally object to data processing in connection with direct marketing and behavioral/interest profiling at [datenschutz@steffl-vienna.at](mailto:datenschutz@steffl-vienna.at) with future effect, or revoke any consent previously given for data processing.

## **PLACE OF PERFORMANCE, CONTRACT LANGUAGE, JURISDICTION**

The place of performance is the current registered office of STEFFL Handels GmbH, currently located at Kärntner Straße 19, 1010 Vienna, Austria. The parties agree that Austrian courts shall have jurisdiction. Unless the customer is a consumer within the meaning of applicable consumer protection laws, the court with subject-matter jurisdiction at STEFFL's registered office shall have exclusive territorial jurisdiction to resolve all disputes arising from this contract. This contract is governed by Austrian substantive law, excluding the conflict-of-laws provisions of international private law and the UN Convention on Contracts for the International Sale of Goods. With respect to a consumer, this choice of law applies only to the extent that it does not restrict any mandatory statutory provisions of the country in which the consumer has their domicile or habitual residence. The language of the contract, orders, and business transactions is German.

## **ONLINE DISPUTE RESOLUTION**

Online dispute resolution pursuant to Article 14(1) of the ODR Regulation: The European Commission provides a platform for online dispute resolution (ODR), which can be found at <http://ec.europa.eu/consumer/odr>. STEFFL is willing to participate in dispute resolution proceedings before a dispute resolution body. This represents an option for customers in the event of a dispute, but it is not mandatory.

## **FINAL PROVISIONS**

These Terms and Conditions shall apply to all voucher purchases concluded with STEFFL. Should individual provisions of these terms and conditions be invalid, the validity of the remaining provisions shall remain unaffected. All legally binding declarations under this contract must be made in writing to the most recently notified written address of the other contracting party. If a statement is sent to the last address provided in writing, it shall be deemed to have been received by the respective contracting party. To the extent that matters are not conclusively regulated by these Terms and Conditions, the General Terms and Conditions of the Online Shop available at [www.steffl-vienna.at/de/agb/](http://www.steffl-vienna.at/de/agb/) shall apply. These Terms and Conditions have originally been drafted in the German language. This English



version constitutes a translation for convenience only. In the event of any conflict, inconsistency, omission, ambiguity or divergence in interpretation between the German version and the English translation, the German version shall exclusively govern and prevail.

## **PROVIDER AND CONTRACTING PARTY**

STEFFL Handels GmbH,

Kärntnerstraße 19, 1010 Vienna

T: +43 1 93056-0

F: +43 1 93056-650

kundenservice@steffl-vienna.at

[www.steffl-vienna.at](http://www.steffl-vienna.at)

FN: 339387 z

Headquarters: Vienna; Vienna Commercial Court ATU65404127

No employee of STEFFL is authorized to supplement, amend, or revoke any provisions of these terms and conditions.

