

General Terms and Conditions

Status December 2023

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 made 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, Kneissl as well as the additional area PINK Light and Camping PINK Premium is usually used as an agricultural meadow and is open for customers during the period of the big 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 our events on Wednesday from 12:00 pm to 11:00 pm, between Thursday and Friday from 7:00 am to 11 pm and on Saturday from 7:00 am to 18:00 pm. After that the campsite will be closed. Reserved/paid bookings lose their validity from, Saturday, 18:00 pm. 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. The campsite closes on Monday after the event weekend at 10:00 a.m. at the latest. The area must be vacated by then.

§ 3. At the check-in you will receive the accreditations (one wristband per person and one sticker per vehicle) for access to the campsite. These must be immediately attached to the wrist or windshield to gain access. The binding house rules and terms and conditions have already been sent to you at the time of booking. Furthermore, these are signposted in the check-in and are thus accepted for bookings on site.

§ 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 brought about 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 to shorten the period of stay or the corresponding payment obligation by mutual agreement. 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 entry into the camping area, no further leaving of the camping area with vehicles is allowed during the contract period.

§ 7. By entering the campsite, you agree that data and pictures 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. You thus agree that sound and image recordings may be made of you free of charge, which may be used free of charge by means of direct or time-delayed video display, direct or time-delayed transmission or other transmission or recording, photographs or other present and/or future media technologies/promotional purposes. The organizer reserves the right to monitor and record the entire event area or parts thereof by means of a video system. Without accreditation, guests are not permitted to use professional camera equipment on the premises themselves.

§ 8. On the campsite, including the associated access and service roads, the rules of the road traffic regulations apply. You are requested to drive at walking speed on the site. The maximum speed is 10 km/h.

§ 9. The instructions of the security and organizational staff must be obeyed.

§ 10. Prices for pitches and accommodation can be found on the website www.spielberg-camping.at or on the website of our sales partners.

§ 11. ATM withdrawals at the campsite 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).

§ 12. 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.

§ 13. Cancellation fees in case of cancellations other than those mentioned in § 12 are not 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 case of a booking, which was paid in advance online or by credit card, and which was not cancelled within 14 days free of charge, there is no refund of the paid amount, except for cases of force majeure or the existence of objectively important reasons such as the loss of the business basis.

§ 14. Partial payment of your invoice amount is possible. Your booking is then bindingly reserved. This creates a service contract between you and us. Cancellations can be made in accordance with §13. If you do not pay the balance, we have the right to charge a processing fee or retain the deposit paid.

§ 15. In case of early departure without an important objective reason, there is no refund of payment.

§ 16. Your pitch booking at Camping PINK am Birkmoarhof, the Kneissl area and Camping PINK Premium includes one electricity connection. Electricity boxes are regularly distributed on the site and are at your disposal.

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 camping site. If further 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 using 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.

§ 17. No electricity is provided at the additional area PINK Light. Furthermore, only portable toilets are available here. You can use the sanitary facilities, as well as washing facilities for dishes free of charge in the camping area of Camping PINK am Birkmoarhof (approx. 800 m away), which is within walking distance.

§ 18. There is no direct water and sewage connection at the pitch. Fresh water connections are available centrally in the area near the sanitary facilities and occasionally in separate water containers on the camping meadows. There will be signs indicating whether drinking water is available. On the additional area PINK Light only water containers are available.

§ 19. Pitches will be allocated on a 'first-come first-served basis' exclusively by Camping PINK staff. It is not allowed to keep free pitches for following camping guests! 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 8 m, otherwise you are obliged to book 'extra length' (70 m² (7x10 m)) or another pitch.

A pitch in the areas **Camping PINK at Birkmoarhof, the Kneissl area** as well as additional area **PINK Light** has a size of 30 m². Your vehicle is not longer than 7,5m, otherwise you are obliged to book 'overlength' (50 m²) or another pitch.

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

§ 21. The pitches are not parcelled. The vehicle/caravan and camping equipment must be parked/set up on the pitch in such a way that the plot boundary is not exceeded and that there is no obstruction to other campers.

§ 22. Vehicles for which an extra parking space has been booked are parked in a separate area. It is not allowed to enter the camping area with this vehicle. Incorrectly parked vehicles will be towed away at the expense of the causer. No custody contract is concluded - the parking areas are not specifically guarded. The organizer does not assume any liability for the parking areas and the objects in the vehicles.

§ 23. There are flat as well as uneven areas available on the whole camping area, which will be allocated according to time priority. Please pay attention to uneven ground, bumps and other obstacles. It is accordingly to drive slowly and with increased attentiveness. It is recommended to bring wheel chocks.

§ 24. The use of the camping areas is at your own risk. There is no guarding. The campsite operator is not liable for any damage whatsoever (e.g.: due to accidents, (physical) 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 vicarious agents of the campsite operator.

Any complaints are to be reported immediately to the campsite operator by the campsite guest. The assertion of obvious defects is excluded if these 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.

§ 25. 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, thunderstorms and hail.

§ 26. Collection of items issued against a deposit by persons who have not given the deposit is prohibited and will result in exclusion from the event without return of the deposit.

§ 27. Deposits for rental objects can be collected. Damage caused in the course of use will be offset and invoiced separately after damage has been ascertained. These are to be paid immediately or will be claimed subsequently.

§ 28. 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.

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

§ 30. The general terms and conditions are subject to Austrian law under exclusion of the UN Convention on Contracts for the International Sale of Goods as well as the reference norms of Austrian international private law.

§ 31. In case of regulatory gaps, the corresponding legal 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.

§ 32. Place of jurisdiction for all disputes is Austria, for the decision of disputes exclusively Austrian law applies.