

# **General Terms and Conditions (GTC)**

for the temporary and location-specific rental of locker and storage rooms and the issuance of season tickets in the public swimming areas operated by Stadtwerke Klagenfurt AG

#### 1. General Provisions

- 1.1 These GTC apply to the rental of locker and storage rooms as well as the issuance and use of season tickets. If a purchase is made through the STW online shop, the terms and conditions of the webshop also apply.
- 1.2 An application must be submitted to Stadtwerke Klagenfurt AG (hereinafter: STW AG) in advance to rent a locker and storage rooms. The application must be submitted using a standardized form.
- 1.3 For organizational reasons, only applications submitted in a timely manner—at the latest by a deadline set annually by STW AG—and at designated sales points specified by STW AG, can be considered.
- 1.4 Submitting a timely and complete application does not entitle the applicant to the allocation of a locker and storage rooms. STW AG reserves the right to allocate or not allocate changing facilities without providing reasons.
- 1.5 If the maximum visitor capacity is reached, locker and storage rooms may experience admission restrictions or waiting times.

### 2. Changing Facility, Contractual Parties, Prices, and Bathing Rules

- 2.1 The customer is familiar with the lighting conditions of the changing facility based on personal inspection. We explicitly point out that the subjective impression of insufficient lighting may arise depending on time of day, sun position, and weather. The customer agrees and acknowledges that access
- areas and the facility itself are provided without artificial lighting.

  2.2 Use of the swimming facility, including all its equipment and features, may be partially or fully restricted for operational, sporting, or other reasons. In such cases, the customer is not entitled to any deduction or refund of payments made or due.

  2.3 The bathing rules are published online and displayed at the entrance area of the respective beach facilities and must be strictly observed.
- 2.4 The duration of the bathing season may vary depending on weather conditions or other factors. No rights of withdrawal or refund claims can be derived from this, if a season facility or ticket has already been paid.
- 2.5 STW AG is entitled to immediately terminate the agreement for the use of a changing facility for important reasons and to deny future access to the facility if the user significantly misuses the changing facility or other amenities, behaves rudely, offensively, or otherwise inappropriately toward other guests, or commits a punishable act against the property, morality, or physical safety of others, except in cases deemed minor. This rule applies analogously to individuals who have received season tickets in connection with the allocation of a changing facility.
- 2.6 STW AG assumes no liability for cash or valuables not stored in lockers. At the end of the season, the changing facility must be vacated, cleaned. and left unlocked.
- 2.7 The user of the changing facility is the person who has entered into the agreement with STW AG. This person is obliged to pay the total amount due for the facility without delay, which includes a certain number of access authorizations. Once activated, these access permissions cannot be changed or refunded.
- 2.8 The current prices apply to one season and are published on the STW AG website (currently: www.stw.at) and on printed price lists.
- 2.9 The agreement for the use of locker and storage rooms is limited to the duration of the respective summer season and cannot be ordinarily terminated. However, either party may terminate the agreement for important reasons attributable to the other party (excluding natural events like bad weather) without notice.

## 3. Customer Card

- 3.1 The STW customer card can be loaded with service credits and permissions from the STW Group (e.g., for pools, e-mobility, etc.). Season ticket entitlements are also loaded onto the customer card.
- 3.2 The STW customer card is personalized and features the holder's photo. Only the person named on the card may use the services. The card may not be transferred. Misuse (e.g., using the wrong tariff, sharing the card) incurs a flat-rate damage fee of € 100.00.
- 3.3 The initial issuance of a customer card is subject to a fee. Services for the current season are then loaded onto the card without additional charges. 3.4 The cost of the initial issuance of the card and the season entry fee must be paid and are independent of actual use. No refunds will be granted for unused cards.
- 3.5 When purchasing the season ticket or paying for the use of a changing facility with the customer card, customers must provide all necessary proof for any discounts. Documents submitted afterward have been, or refunds of discount amounts, are not possible after the card has been issued or payments are made. STW may verify discount claims (e.g., Carinthian Family Card, disability ID). Abuse results in access being blocked and a flat-rate damage fee of € 100.00 per card. Double discounts (e.g., family and disability) are not possible.

### 4. Loss and Validity of Customer/Season Cards

- 4.1 To prevent misuse, lost customer cards are blocked and reissued for a fee. STW AG is not liable for stolen cards. No claims for replacement can
- 4.2 The season card is valid for the duration of the summer season, from the opening to the closing of the respective facility.
- 4.3 Already issued STW customer cards must be submitted with the application for a locker and storage rooms cashier. The photo on the card must match the holder's current appearance. If not, the card must be reissued for a fee. However, previously used cards can be reloaded with the new season ticket.
- 4.4 A current photo is required per person for the issuance of a new STW customer card.
- 4.5 If a customer is unable to use the STW facilities or changing rooms for personal or professional reasons, no refund or suspension of the season ticket or facility use is permitted.

### 5. Digital Season Ticket

- 5.1 Digital season tickets purchased via the STW Webshop (www.stw.at/webshop) are personalized and only valid when presented with official photo ID. They are non-transferable. Guests without matching ID are considered not to have a valid ticket.
- 5.2 Using digital season tickets on a mobile phone may require an internet connection. Technical issues (e.g., lack of network, empty batteries, hardware/software failures, incompatibility with the Superhelden Web App or Wallet App, issues receiving emails from partner SKIDATA) are the user's responsibility. If a valid ticket cannot be shown due to such issues, the guest is considered not to have a valid entry ticket. STW AG does not provide technical support for the installation or operation of mobile apps used for digital ticket purchases.
- 5.3 For ordering and payment terms, as well as additional information and usage conditions for season tickets purchased via the webshop, the STW Webshop GTC apply. Digital season tickets bought online are non-refundable and non-cancellable.

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