

# Guide for travelling with ÖBB in Austria

Fare conditions and General Terms and Conditions



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# To good connections

Dear passengers,

wherever your journey may take you - we will do everything we can to ensure that you reach your destination safely and happily. In this handbook, we have summarised the legal principles for your trips in Austria with us.

If you buy a ticket for an ÖBB-Personenverkehr AG train, bus or transfer service to a destination in Austria, you enter into a contract of carriage with us. Your rights and obligations under this contract are set out in the Conditions of Carriage, Section A. [ $\rightarrow$  14] of this manual.

The fare conditions in Section B. [ $\rightarrow$  42] provide information about the tickets we offer, as well as the according terms of use. In Section C. [ $\rightarrow$  73], "Customer groups", you can read all about possible discounts on ticket prices.

In order to ensure that this guide is easy to read and understand, we use the terms "customer", "senior citizens" and "employee" for both genders. When we write about "buses", we mean our Intercity buses. If we mention "ÖBB" or "us" in the rates, we are always referring to ÖBB-Personenverkehr AG.

We hope you have a pleasant journey and will be happy to answer any questions you may have at our service number 05-1717. On the Internet, you will find information on travelling with ÖBB at <u>oebb.at</u>.

Your ÖBB

# **Revision history**

Item	Revision
A.3. [→ 15]	Amendments regarding delays according to EU regulation
A.5. [→ 29]	Amendments regarding delays according to EU regulation
A.7.1.1.3. [→ 36]	Amendments to the terms for the transport of motor vehicles
B.1.15.3.1. [→ 63]	Amendments regarding 1st class upgrades to KTÖ
D.6. [→ 101]	Expiry of "Aktion 12+1" for ÖBB's 1st class upgrade for the Klimaticket Ö



# A. Conditions of Carriage

# A.1. Definitions

# A.1.1. Infant

A.1.1.1.1. Infants are passengers up to the age of one day before their 6th birthday.

# A.1.2. Child

A.1.2.1.1. Children are passengers aged 6 to 14 – from their 6th birthday until one day before their 15th birthday.

# A.1.3. Adults

A.1.3.1.1. Adults are passengers from their 15th birthday onwards.

# A.1.4. Local transport

A.1.4.1.1. Our local train types are regional train (R), regional express train (REX), cityjet express (CJX) and S-Bahn (S).

# A.1.5. Long-distance transport

A.1.5.1.1. Our long-distance train types are Eurocity (EC), Intercity (ÖBB IC or IC), ICE, Railjet (RJ)), Railjet Xpress (RJX) or D-Zug (express train) (D).

# A.1.6. Night trains

A.1.6.1.1. Our night train types are Nightjet (NJ), Euronight (EN) and D-Zug express trains with sleeper cars and couchette compartments.

# A.1.7. Buses

A.1.7.1.1. Our buses are Intercity buses on the routes between Graz, Klagenfurt, Villach and Venice.

# A.1.8. Commutation cards

A.1.8.1.1. Commutation cards are day passes or weekly, monthly and annual tickets. They can be used for an unlimited number of trips within a certain period of validity. They are available as route tickets for a certain valid route, or as zone or network tickets within a certain area of validity.

### A.1.9. Passengers with limited mobility

- A.1.9.1.1. Passengers with limited mobility are passengers whose mobility while travelling by train is restricted and who therefore need our support or an adaptation of our services to their needs.
- A.1.9.1.2. This includes passengers with disabilities, i.e. blind passengers, passengers in a wheelchair, persons disabled by war with a degree of disability of at least 70 % and hol-ders of a disability pass with a degree of disability of at least 70 %.
- A.1.9.1.3. This also includes:
  - Passengers with other physical, sensory or motor disabilities
  - Passengers with a mental disability or impairment
  - Passengers with limitations due to their age



# A.1.10. Goodwill vouchers

A.1.10.1.1. A voucher, which you receive from us free of charge, is a goodwill voucher. You can redeem goodwill vouchers when purchasing tickets via <u>shop.oebbticket.at</u> or via the ÖBB Ticket App. Advertising or promotional vouchers are not goodwill vouchers and are subject to special redemption conditions.

# A.2. Area of validity

- A.2.1.1.1. These Conditions of Carriage govern the conclusion and implementation of contracts of carriage between you as a passenger and us. They apply to the carriage of passengers, their animals, luggage, bicycles and vehicles on our trains and buses.
- A.2.1.1.2. These Conditions of Carriage apply to all routes between our train stations in Austria and between border stations abroad operated in cooperation with other railways, as per Section E.7. [→ 127].
- A.2.1.1.3. These Conditions of Carriage furthermore apply to our buses in Italy and on the following routes abroad:
  - · on the German route between Salzburg Central Station and Kufstein
  - on the Hungarian route between Loipersbach-Schattendorf and Deutschkreutz
  - on the Liechtenstein route between Tisis and Buchs (SG)
- A.2.1.1.4. Our Conditions of Carriage and Terms of Use for tickets in accordance with Section B.  $[\rightarrow 42]$  also apply to buses identified as rail replacement services. These buses replace our planned train services if these are unable to run, e.g. due to construction work or service interruptions.

# A.3. Travelling on our trains and buses

A.3.1. Tickets

### A.3.1.1. Contract of carriage

- A.3.1.1.1. In order to travel on trains and buses operated by ÖBB, you need a valid ticket. This is the proof of your contract of carriage with us, and the basis of your rights and obligations before, during and after your journey. Please check immediately after purchase that the ticket corresponds to your travel requirements.
- A.3.1.1.2. The contract of carriage is concluded in one of the following situations:
  - Your ticket is handed over or sent to you
  - You click on "Complete ticket purchase" on <u>shop.oebbticket.at</u> or within the ÖBB Ticket App.

If you book your trip via <u>shop.oebbticket.at</u> or the ÖBB Ticket App, you must ensure that you receive your ticket prior to departure, as specified in Section D.1.3. [ $\rightarrow$  88].

# A.3.1.2. Tickets for regional transport

- A.3.1.2.1. For regional trains, you need a ticket before you board. This also applies to dogs and bicycles.
- A.3.1.2.2. At the following train stations, you can also board our local trains without buying a ticket beforehand:
  - Stations without an ÖBB ticket counter, without a travel agency selling ÖBB tickets and without ticket vending machines



- Stations where no ÖBB ticket counters or travel agencies selling ÖBB tickets are open or where all ticket vending machines have technical defects.
- A.3.1.2.3. In these cases, you will receive your ticket on the train at the same price as at the ticket vending machine at the train station, either from our staff or from the ticket vending machine on the train. Please purchase your ticket immediately after boarding, otherwise you are travelling without a valid ticket.
- A.3.1.2.4. If all ÖBB ticket vending machines at the station are defective, please contact the malfunction hotline, the number of which is noted on the vending machine, before boarding the local train. If our malfunction hotline staff can verify a technical malfunction of the ticket vending machines, you will receive a malfunction number. With this number, you can buy your ticket from the train attendant at the same price as at the ticket machine.
- A.3.1.2.5. You can also board the local train without contacting our malfunction hotline beforehand. As our train attendants are unable to verify a malfunction of the ticket vending machines, you will be subject to a penalty fare, as specified in Section A.3.2.2. [ $\rightarrow$  19]. The penalty fare will be accompanied by a note stating that all ticket machines at the station were malfunctioning. If we are able to confirm that all ticket vending machines were defective after your appeal against the penalty fare, we will reduce the penalty fare to the price of the ticket for purchase from the ticket vending machine.
- A.3.1.2.6. Please note that a failure of the electronic payment function of a ticket machine does not constitute a defect and therefore does not entitle you to purchase a ticket on the train.
- A.3.1.2.7. Our ticket machines can only return a limited amount of change. Our ticket machine can accept banknotes of different denominations if the change to be returned to you is less than € 9.00.

# A.3.1.3. Tickets for long-distance and night trains

- A.3.1.3.1. On long-distance and night trains, you can also buy your ticket from our staff on the train. Please inform our staff immediately and without being asked that you need a ticket when they come around for a first ticket check. Otherwise, you will not be travelling with a valid ticket. ÖBB standard tickets as per B.1.1. [ $\rightarrow$  42]. have their own price for on-board sales, which you can find at <u>www.oebb.at</u>. Please note that you pay the on-board price when purchasing any other ticket on the train. This consists of the fare and a service fee, as specified in Section E.1.1. [ $\rightarrow$  120].
- A.3.1.3.2. If all ÖBB ticket vending machines at the station are defective and there is neither an open ÖBB ticket counter nor a travel agency selling ÖBB tickets, please contact the malfunction hotline, the number of which is noted on the vending machine, before boarding the long-distance train. If our malfunction hotline staff can verify a technical malfunction of the ticket vending machines, you will receive a malfunction number. With this number, you can buy your ticket from the train attendant at the same price as at the ticket machine.
- A.3.1.3.3. You can also board the long-distance train without contacting our malfunction hotline beforehand. As our train attendants are unable to verify a malfunction of the ticket vending machines, they will sell the ticket to you as per Section A.3.1.3.1. [ $\rightarrow$  16]. If you subsequently contact our customer service and they can confirm that all ticket vending machines were defective, we will reduce the price of the ticket to the price you would have paid at the ticket vending machine.
- A.3.1.3.4. Please note that a failure of the electronic payment function of a ticket machine does not constitute a technical malfunction and therefore does not entitle you to purchase a ticket on the train.



- A.3.1.3.5. Our ticket machines can only return a limited amount of change. Our ticket machine can accept banknotes of different denominations if the change to be returned to you is less than € 9.00.
- A.3.1.3.6. Train journeys at night with the ÖBB Nightjet or the EuroNight, where the timetable is not yet fixed at the time of booking, will be marked accordingly in the timetable. You buy tickets for these train journeys by providing us with your e-mail address at the time of purchase so that we can inform you of the current timetable no later than 21 days prior to the train's departure. If the schedule deviates from the original schedule by 60 minutes or more, you have the possibility to cancel all tickets without any fees, up to 15 days prior to the train's departure. This also applies to tickets that otherwise cannot be cancelled. Please note that in this case, the rule also applies that a ticket downloaded as PDF cannot be cancelled, as specified in Section D.1.6.1.4. [ $\rightarrow$  93].

# A.3.1.4. Tickets for specified means of transport and passengers

- A.3.1.4.1. Tickets linked to specific trains or buses are only valid on the trains and buses for which they were purchased. You can only travel on the trains and buses indicated on the ticket. The ticket is not valid on any other train or bus. The restriction of the validity to certain trains and buses can be found in the Terms of Use for the tickets in Section B.  $[\rightarrow 42]$ .
- A.3.1.4.2. We cancel the limitation to a certain train or bus if the use of the original connection is not possible because:
  - · The train or bus was cancelled,
  - You miss your connecting train or bus due to a delay or
  - the train or bus can only be boarded with a reservation because it is too full.

Our train attendants will confirm the cancellation of the limitation to a certain train or bus.

- A.3.1.4.3. Personalised tickets are made out to the names of the passengers you have specified when booking. If you receive a ticket for several passengers with only one person's name on it, proof of identity of this person will be required during ticket inspection.
- A.3.1.4.4. If the person whose name appears on the personalised ticket for more than one passenger is not travelling with you, please bring a written confirmation of non-participation in the journey as well as a copy of the identity document of the person whose name appears on the ticket.
- A.3.1.4.5. Please note that in the case of personalised tickets, the number of passengers will be reduced by the person who is unable to travel. It is not possible for a substitute to travel instead of this person. Reimbursement shall be made subject to the provisions of the fare conditions as per Section B.1. [ $\rightarrow$  42].

# A.3.1.5. Ticket inspections

- A.3.1.5.1. Please keep your ticket safe it may also be checked any time after your journey, until you have left the platform access.
- A.3.1.5.2. We inspect tickets and, if applicable, the associated discount cards manually as well as electronically by scanning the code. During an inspection, you show your ticket and, upon request, also your proof of identity or your discount card to our staff. Our employees will also show their employee ID card upon request.
- A.3.1.5.3. In order to prevent fraud, we randomly collect tickets to verify their authenticity. If you are ever subject to such a collection of your ticket, we will issue you with a replacement ticket, which is then your valid ticket and also serves as a confirmation of collection.



A.3.1.5.4. If you are travelling with an invalid ticket or an invalid discount card as per Section A.3.2.1.1.  $[\rightarrow 18]$ , we will also collect it. In this case, you are considered a passenger without a valid ticket and will be subject to a penalty fare.

# A.3.1.6. Where can you buy our tickets?

A.3.1.6.1. You can obtain the tickets for our trains and buses from the following points of sale:

- ÖBB ticket counter
- at shop.oebbtickets.at
- ÖBB ticket vending machine
- Customer service 05-1717
- ÖBB Ticket App
- in travel agencies and other agencies selling ÖBB tickets
- · from the staff on our long-distance and night trains
- from the staff on our local trains, as specified in Section A.3.1.2. [ $\rightarrow$  15].
- A.3.1.6.2. You can obtain the prices for our tickets in our electronic sales systems, at ÖBB ticket counters or from our customer service at 05-1717, in each case for the respective sales channel. They may differ for standard tickets, weekly and monthly tickets depending on the time of purchase and the distribution channel. You can find an overview of the prices at <u>www.oebb.at</u>.
- A.3.1.6.3. Please keep your ticket safe. In the event of a loss, we can only replace tickets issued in your name at an ÖBB ticket counter. Unfortunately, we cannot replace other tickets, even if you have an invoice for them.
- A.3.1.6.4. Please note the following regarding the issuance of replacement tickets at an ÖBB ticket counter: ÖBB tickets issued on security paper at an ÖBB ticket machine or an ÖBB ticket counter can only be reissued upon presentation of confirmation of an official loss or theft report. This is due to financial and tax law regulations.

# A.3.2. Passengers without a valid ticket or without a valid discount card

### A.3.2.1. When is your ticket or discount card invalid?

- A.3.2.1.1. Your ticket/discount card is invalid if
  - the use does not comply with the fare conditions as per Section B. [→ 42], especially if the validity period of your ticket or your discount card has already expired,
  - the content was changed, e.g. change of date or photo,
  - the ticket/the discount card was suspended due to a qualified delay in payment and
  - the ticket/the discount card cannot be checked for validity due to its condition.

# A.3.2.1.2. Your ticket is also invalid if

- · your ticket has not yet reached its validity period,
- a discount card such as a Vorteilscard is required, which is not presented or is invalid,
- your ticket is only valid in connection with an ID card, which is not presented or is invalid.

# A.3.2.1.3. Your ticket will be retroactively invalidated if you reverse its purchase in the ÖBB Ticket App using the "undo" function, despite demonstrably having used it.



# A.3.2.2. Penalty fares

- A.3.2.2.1. If you travel with us but do not have a valid ticket, you will be subject to a penalty fare, as specified in Section E.1.2. [ $\rightarrow$  120]. You will then receive a receipt in the amount of the penalty fare from our staff. With this receipt, you will be allowed to remain on the train and travel in 2nd class, however no further than to the train's final destination or the last stop in Austria. If there is no further stop in Austria, the receipt is valid until the first stop abroad.
- A.3.2.2.2. You can pay the penalty fare either immediately on the train to our employees or at a later point in time. If you pay the penalty fare at a later date, we will record the personal data and address required to collect on our claim. In this case, you need to present your photo identification card including proof of age to our employees. The penalty fare is increased by the processing fee specified in Section E.1.3. [ $\rightarrow$  120]. If you pay the penalty fare immediately on the train, you can lodge an appeal within one month, provided that you provide us with the necessary personal data at the time of payment and furnish evidence of this by presenting a photo ID.
- A.3.2.2.3. We will subsequently charge you a penalty fee as per Section E.1.2. [ $\rightarrow$  120], as well as a processing fee as per Section E.1.3. [ $\rightarrow$  120], if you reverse your ticket purchase in the ÖBB Ticket App despite demonstrably having used it, in accordance with Section A.3.2.1.3. [ $\rightarrow$  18].
- A.3.2.2.4. All information required for the payment of the penalty fare can be found on the receipt. Here, you will also find the contact data for the person you can contact in writing if you want to object to the penalty fare.
- A.3.2.2.5. Please contact us within 14 days with a justified objection to the penalty fare or transfer the due amount. If we receive neither an objection nor the payment from you within this period, we will send you a reminder. This effort will result in additional costs for you as specified in Section E.1.6. [ $\rightarrow$  120], which you will need to pay, as well. After this, you have another 4 weeks to file a justified objection against the penalty fare or to transfer the due amount. If you do not respond to our reminder within 4 weeks, we will forward our outstanding receivables to a debt collection against.
- A.3.2.2.6. If you do not provide your personal data and address or refuse to accept the receipt, we can expel you from the train.
- A.3.2.2.7. Travelling without a valid ticket is an administrative offence. We are entitled to report it to the authorities as provided for by statutory provisions.
- A.3.2.2.8. For trips within the region served by the Vorarlberg transport association, we will charge a penalty fare in accordance with the Vorarlberg transport association's fare conditions.

### A.3.2.3. Children and adults under the age of 18 without a valid ticket

- A.3.2.3.1. We do not issue a penalty fare if children and adults under the age of 18 without a valid ticket present a proof of age. In this case, you purchase a ticket with a service fee, where applicable, on the train, as specified in Section E.1.1. [ $\rightarrow$  120]. For trips within the region served by the Vorarlberg transport association, we will charge a penalty fare in accordance with the Vorarlberg transport association's fare conditions.
- A.3.2.3.2. If no proof of age can be provided or the ticket cannot be paid immediately, we will issue a claim for a penalty fare. In this case, however, the proof of age can still be submitted within 13 days. After this, we reduce the original penalty fare to the price of a standard single ticket for children or adults under the age of 18, as well as a processing fee as per Section E.1.4. [ $\rightarrow$  120].



A.3.2.4.	Passengers with disabilities without a valid ticket
A.3.2.4.1.	We do not charge a penalty fare if the following passengers are encountered without a companion on the train and do not have a ticket:
	<ul> <li>Blind passengers and passengers with a strong visual impairment and</li> </ul>
	wheelchair users.
A.3.2.4.2.	If you can only buy tickets at an ÖBB ticket machine at a railway station or on the train, we will not charge a penalty fare to the following passengers without an accompanying person:
	<ul> <li>Passengers who, due to their advanced age, are unable to operate a machine</li> </ul>
	<ul> <li>Passengers who, due to limited manual or mental capacity, are unable to operate a machine</li> </ul>
A.3.2.4.3.	For the passengers listed under A.3.2.4.1. [ $\rightarrow$ 20] and A.3.2.4.2. [ $\rightarrow$ 20], we also do not charge the service fee as per Section E.1.1. [ $\rightarrow$ 120] if they purchase tickets aboard the train.
A.3.2.4.4.	We also do not charge a penalty fare if passengers in wheelchairs can reach their destin- ation station more easily and without barriers by taking a detour to the booked route.
A.3.2.5.	Passengers who have forgotten their Österreichcard or Klimaticket Ö
A.3.2.5.1.	If you cannot present your Österreichcard or your Klimaticket Ö during ticket inspections on the train, you have the option of purchasing a standard single ticket without discounts as per Section A.3.1.3.1. [ $\rightarrow$ 16] from our employees on long-distance and night trains. Our staff will then note your name, the type and number of your photo ID with proof of age and your birthday on this ticket.
A.3.2.5.2.	You can submit this ticket together with a copy of your Österreichcard or your Klimaticket Ö to us to claim a refund up to 6 months after the last day of validity of your ticket. You will then be refunded the ticket price after deduction of the processing fee specified in Section E.1.5. [ $\rightarrow$ 120].
A.3.2.5.3.	If you do not purchase a ticket on the train, we will charge a penalty fare as per Section A.3.2.2. [ $\rightarrow$ 19]. On this, we will note that you have forgotten your Österreichcard or your Klimaticket Ö. Afterwards, you can send us a copy of your Österreichcard or your Klimaticket Ö to the address on the receipt within 13 days. We will then reduce the penalty fare to the amount of the processing fee as per Section E.1.5. [ $\rightarrow$ 120].
A.3.2.6.	Passengers who have forgotten personalised tickets
A.3.2.6.1.	If you have forgotten a ticket issued in your name and cannot present it during a ticket in- spection on the train, you have the option of purchasing a standard single ticket without discounts as per Section A.3.1.3.1. [ $\rightarrow$ 16] from our employees on long-distance and night trains. Our staff will then note your name, the type and number of your photo ID with proof of age and your birthday on this ticket.
A.3.2.6.2.	With a copy of your original forgotten ticket issued in your name, you can submit the ticket purchased on the train for a refund up to 6 months after its last day of validity. If the area and period of validity of both tickets are the same, you will be refunded the ticket price after deduction of the processing fee specified in Section E.1.5. [ $\rightarrow$ 120].

A.3.2.6.3. If you cannot purchase a ticket on the train, we will charge a penalty fare as per Section A.3.2.2. [ $\rightarrow$  19]. On the receipt, we will note that you have forgotten a ticket issued in your name. Afterwards, you can send a copy of the forgotten ticket to the address on the receipt within 13 days, and we will reduce the penalty fare to the amount of the processing fee as per Section E.1.5. [ $\rightarrow$  120].



# A.3.2.7. Passengers without a proof of entitlement

A.3.2.7.1.

# There are tickets and reservations issued by ÖBB or transport associations which are only valid in combination with a proof of entitlement. These include:

- Vorteilscard
- · Jubel-Vorteilspackerl
- · Jubelpackerl for the Klimaticket Ö
- Disability pass
- Student and apprentice card
- · ÖBB reservation discount
- A.3.2.7.2. If during a ticket inspection you cannot present a proof of entitlement, you have the option of purchasing a ticket for the difference to the full price without discounts as per Section A.3.1.3.1. [ $\rightarrow$  16] from our staff on long-distance and night trains. We will note your name, the type and number of your photo ID with proof of age and your birthday on this ticket.
- A.3.2.7.3. You can submit this ticket together with your proof of entitlement to us to claim a refund up to 6 months after the last day of validity of your ticket. You will then be refunded the additional costs after deduction of the processing fee specified in Section E.1.5.  $[\rightarrow 120]$ .
- A.3.2.7.4. If you are travelling with a discounted reservation as per Sections C.5.  $[\rightarrow 73]$ , C.22.  $[\rightarrow 82]$ , C.23.  $[\rightarrow 84]$  or C.24.  $[\rightarrow 85]$  and cannot present a proof of entitlement, we will charge you a service fee as per Section E.1.1.  $[\rightarrow 120]$ .
- A.3.2.7.5. If you do not purchase a ticket on the train as per Section A.3.2.7.2.  $[\rightarrow 21]$  or if you do not pay the service fee as per Section A.3.2.7.4.  $[\rightarrow 21]$ , we will charge a penalty fare as per Section A.3.2.2.  $[\rightarrow 19]$ . On this, we will note that you have forgotten your proof of entitlement. Afterwards, you can send a copy of your proof of entitlement to the address on the receipt within 13 days, and we will reduce the penalty fare to the correct ticket price for your trip, increased by the amount of the processing fee as per Section E.1.5.  $[\rightarrow 120]$ .

# A.3.2.8. Passengers who have forgotten their photo identification card

- A.3.2.8.1. If you have forgotten your photo identification card including proof of age for your proof of entitlement and cannot present it during a ticket inspection on the train, you have the option of purchasing a ticket for the difference to the full price without discounts as per Section A.3.1.3.1.  $[\rightarrow 16]$  from our staff on long-distance and night trains.
- A.3.2.8.2. If you do not purchase a ticket on the train, we will charge a penalty fare as per Section A.3.2.2.  $[\rightarrow 19]$ .
- A.3.2.8.3. Since we cannot determine your identity at any time, we will not be able to refund your payments made as per Sections A.3.2.8.1.  $[\rightarrow 21]$  and A.3.2.8.2.  $[\rightarrow 21]$ .

# A.3.3. Travelling infants and children

- A.3.3.1.1. Infants travel free of charge and without tickets on our trains and buses.
- A.3.3.1.2. On our local and long-distance trains and buses, infants can only travel when accompanied by an adult.
- A.3.3.1.3. On our night trains, infants and children must be accompanied by an adult.
- A.3.3.1.4. On night trains, infants can share the sleeping berth or couchette with the person accompanying them. Accommodation in gender-specific compartments is possible for infants, regardless of whether they are boys or girls.
- A.3.3.1.5. Children need their own sleeping berth or couchette on night trains.



- A.3.4. Passengers with limited mobility A 3 4 1 Information for passengers with limited mobility A.3.4.1.1. At oebb.at, you will find comprehensive information and descriptions of available facilities for barrier-free access to all our train stations and stops. A.3.4.1.2. Information on the scope of the assistance options is available on our homepage at oebb.at, as well as from the ÖBB customer service at 05-1717, menu option 5. A.3.4.1.3. On long-distance routes, many trains are equipped with wheelchair spaces and a toilet suitable for use by persons in wheelchairs. Details on these facilities can be found in our online timetable at oebb.at. A.3.4.1.4. Some local trains have been equipped with barrier-free facilities, including boarding aids on certain vehicles, toilets suitable for wheelchair users and digital information systems. A.3.4.1.5. On night trains with multifunctional carriages, persons in wheelchairs are also able to travel comfortably in a couchette compartment. A.3.4.1.6. You can take the following orthopaedic aids along on our trains free of charge: Mechanical or electric wheelchairs · Walking frames Multi-track electric scooters Single-track electric scooters with saddle or seat A.3.4.1.7. Our trains and hoists can carry aids up to the following dimensions: • Length: 1.250 mm • Width: 800 mm • Height: 1.090 mm · Weight: 250 kg, including the passenger A.3.4.1.8. Please understand that for space reasons we can only take hand-operated bicycle wheelchairs, so-called "hand bikes", if the wheelchair can be separated from the bicycle part. A.3.4.1.9. Accompanying persons accompanying you to provide assistance must be able to meet their own personal needs during the journey. Only adults can serve as accompanying persons. A.3.4.1.10. Service dogs are specially trained to assist persons with disabilities. These are sig-nal dogs, service dogs and dogs in training with an accompanying person and a training certificate. Service dogs must wear an appropriate harness or be accompanied by a corresponding document. A.3.4.1.11. Service dogs are carried free of charge and do not need to wear a muzzle.
- A.3.4.2. Assistance for passengers with limited mobility
- A.3.4.2.1. For passengers with limited mobility, we offer assistance services at the station and when getting on and off of our trains. For this, please inform the ÖBB customer service of your travel request and reservation up to 12 hours before your domestic trip or 48 hours before your trip abroad, either by telephone at 05-1717, menu option 5, or by e-mail to msz@pv.oebb.at. If we have service staff on site, we will also do our best to help you without prior notification.
- A.3.4.2.2. If we are unable to fulfil customer wishes, we always try to find other solutions. If we cannot find a suitable means of carriage, you will unfortunately not be able to travel along.



A.3.4.2.3. If you do not have a reservation and all wheelchair spaces on the train are occupied, please use the next train with free wheelchair spaces.

# A.3.5. Behaviour during the trip

### A.3.5.1. Mutual respect

- A.3.5.1.1. We strive to make the journey as pleasant and comfortable as we can for all passengers. For this, it is important that you, as our passengers, show consideration for each other.
- A.3.5.1.2. Please do not disturb fellow passengers by talking with a loud voice, listening to loud music, watching films or engaging in other activities which cause excessive noise. If you do not comply with our employees' request to show consideration for other passengers, we can levy a fine, as specified in Section E.1.8. [ $\rightarrow$  121].
- A.3.5.1.3. All areas of our trains and buses are non-smoking areas. The smoking ban also includes e-cigarettes. Smokers will receive a fine as per Section E.1.8. [ $\rightarrow$  121].
- A.3.5.1.4. Please help us keep our trains and buses clean and free of damage. Anyone who damages our trains or buses or makes them dirty will have to pay a repair and cleaning fee as specified in Section E.1.7. [ $\rightarrow$  121]. In case the actual costs for cleaning and repair exceed this amount, we will also hold the respective person liable for those expenses.
- A.3.5.1.5. On our long-distance trains and on some of our local trains, we have special quiet zones or rest compartments which are designated accordingly. There, you can travel free from any disturbances. Please be particularly considerate of your fellow passengers in these areas, and remain quiet. Please follow the requests of our staff to be quiet and considerate of your fellow travellers. Otherwise, this may result in a fine as per Section E.1.8.  $[\rightarrow 121]$ .
- A.3.5.1.6. On some trains we also have special compartments for ladies, infants and breastfeeding mothers. Should these compartments be needed, our staff will ask you to vacate the compartments for these special customers. If you do not comply with this request, this may result in a fine as per Section E.1.8. [ $\rightarrow$  121].
- A.3.5.1.7. If you pay the fee at a later point in time, it is increased by the processing fee specified in Section E.1.3. [ $\rightarrow$  120]. In this case, you need to present your photo identification card including proof of age to our employees. They will then record your data and address.
- A.3.5.1.8. In addition to this, we are also entitled to expel you from the train in such cases.
- A.3.5.1.9. Attacks against our employees will be prosecuted in accordance with applicable criminal law.
- A.3.5.1.10. You are not allowed to offer or sell goods on our trains and buses. If you offer or sell goods, you can be fined in accordance with Section E.1.8. [ $\rightarrow$  121].

### A.3.5.2. Use of the sleeper and couchette cars

- A.3.5.2.1. Please switch off the main lighting in the sleeper and couchette cars during the quiet time at night.
- A.3.5.2.2. If possible, our staff will prepare sleeper car beds and couchettes for sleeping or sitting according to the time of day, including at your request. Please note that our staff will process customer requests chronologically based on the time they are received.
- A.3.5.2.3. Sleeper car beds and couchettes will generally be prepared from 9:00 p.m. onwards. If a compartment user already wishes to go to bed at 8:00 p.m., all beds or couchettes in the compartment will accordingly be prepared earlier. In the morning, the compartment will be made up at 08:00 a.m. at the latest, if requested by one of the users.



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- A.3.5.2.4. Some trains have times which deviate from this schedule. In these cases, you will be informed by our employees accordingly. A.3.5.2.5. We offer special ladies' couchette compartments on all night trains. Booking is possible up to 4 days prior to departure. Designated ladies' compartments may only be used by female passengers. Children under 6 years of age can travel in the ladies' compartment regardless of their gender. From 6 years on, only girls are allowed in the ladies' compartment. The use of ladies' compartments by male passengers is not permitted, even with the consent of the female passengers inside. A.3.5.3. Persons excluded from carriage A.3.5.3.1. We gladly allow you to travel on our trains and buses if: you adhere to the relevant carriage regulations, · carriage is possible and · carriage is not made impossible by conditions beyond our control. A.3.5.3.2. Should you behave in an unacceptable manner before or while boarding our trains or buses, our employees may deny you access to our trains and buses. A.3.5.3.3. We can temporarily or permanently exclude you from travelling on our trains, if: you pose a danger to the safety and order of railway operations, you pose a threat to the safety of your fellow passengers, or · you harass other fellow travellers in an unacceptable manner. A.3.5.3.4. We can also temporarily or permanently exclude you from travelling on our trains, if you have been convicted of serious or repeated offences against: • the issues mentioned in Sections A.3.5.1.  $[\rightarrow 23]$  and A.3.5.4.  $[\rightarrow 24]$ , · the mandatory order or safety of railway operations, or the instructions of our employees for the maintenance of order or safety of railway operations. A.3.5.3.5. In the event that due to a disease you pose a risk to the well-being and health of fellow passengers or our employees, our employees are authorised to deny you access to our trains and buses. A.3.5.3.6. In order to check the legality of a temporary or permanent exclusion, you can contact the Independent Agency for Passenger Rights (apf) in accordance with Section E.6. [→ 127]. A.3.5.4. Use of emergency equipment A.3.5.4.1. In order to ensure the safety of all passengers, our trains are equipped with emergency equipment such as emergency brakes, emergency door buttons, fire extinguishers, smoke detectors and emergency hammers. Please only use this emergency equipment in the event of danger to your own person or fellow passengers. In the event of abuse, you will be fined as per Section E.1.9. [ $\rightarrow$  121]. A 3 5 4 2 If you pay the fine at a later point in time, it is increased by the processing fee specified in Section E.1.3.  $[\rightarrow 120]$ . In this case, you need to present your photo identification card
- A.3.5.4.3. We will also, without exception, press charges against any person misusing safety and emergency equipment.

including proof of age to our employees. They will then record your data and address.



# A.4. Carrying along luggage, items and animals

A.4.1. Luggage and items

# A.4.1.1. What kind of luggage and items can you carry along?

- A.4.1.1.1. You can carry along luggage free of charge on our trains and buses, provided that it is stowed in the luggage racks above or below your seat or in the areas provided for hand luggage. The pieces of luggage must not exceed the maximum dimensions of 90 cm x 60 cm x 40 cm.
- A.4.1.1.2. The following pieces of luggage can also be carried along free of charge if the dimensions specified in Section A.4.1.1.1.  $[\rightarrow 25]$  are exceeded:
  - Skis & snowboard
  - Ski and hiking poles
  - Wind, string or plucked instruments
  - · Wheelchairs
  - Strollers
  - Collapsed folding bicycles
  - Scooters and e-Scooters

# A.4.1.1.3. Please note the following regulations regarding the transport of collapsed folding bicycles and scooters:

- We transport collapsed folding bicycles and scooters with a maximum dimension of 90 cm x 60 cm x 40 cm free of charge on all our trains.
- We transport collapsed folding bicycles and scooters with a maximum dimension of 110 cm x 80 cm x 40 cm free of charge in the multi-purpose compartments of local trains as well as in the marked luggage racks of ÖBB long-distance trains in the Railjet and Railjet Express train categories.
- Collapsed folding bicycles and scooters with larger dimensions are considered bicycles as per Section A.4.2. [→ 26].
- For safety reasons, stowage above the seats is not permitted.
- A.4.1.1.4. For folding bicycles and scooters with rechargeable batteries, the provisions as per Section A.4.2.1.3.  $[\rightarrow 26]$ .
- A.4.1.1.5. The safety of our passengers is important to us. You are only allowed to carry along items that are allowed under Austrian law, in particular the provisions of the Austrian Act on the Transport of Dangerous Goods, and that do not present a risk to you, other passengers or our trains and buses. Prohibited items include in particular loaded firearms and dangerous, explosive, flammable, inflammatory, toxic, radioactive, prohibited, corrosive and infectious substances and objects, as well as other dangerous goods in accordance with the Austrian Act on the Transport of Dangerous Goods. Mopeds or scooters can only be taken along on motorail trains.
- A.4.1.1.6. In case of reasonable suspicions that items may not comply with Section A.4.1.1.5.  $[\rightarrow 25]$ , our staff may check them for safety purposes. Should we be unable to find the owner of such items, we will check them together with 2 witnesses.
- A.4.1.1.7.Should your luggage and items not comply with the provisions of Section A.4.1.1.5.<br/> $[\rightarrow 25]$  or in case you do not agree to have them checked as per Section A.4.1.1.6.<br/> $[\rightarrow 25]$ , our employees are authorised to deny you access to our trains and buses.



# A.4.1.2. How to stow luggage and items

- A.4.1.2.1. Please place easy-to-stow luggage in the luggage racks above the seats. As their height is limited, please stow bulky luggage under your seat or in suitable luggage racks, if available.
- A.4.1.2.2. The seats on our trains and buses are only for our passengers. Therefore, please do not place any luggage or other items, such as jackets, on them.
- A.4.1.2.3. For the safety of our passengers: Please keep the passageways, doors, escape routes and safety installations free at all times and always follow the instructions given by our employees.
- A.4.1.2.4. If pieces of luggage are too large or if there are too many pieces of luggage, so that passageways, doors, escape routes or safety installations are blocked, thereby endangering the safety of all passengers, we must have them removed from the train. If we are not able to identify the owner, we hand over the luggage to the station staff, and it can be picked up at the lost and found office.

# A.4.1.3. Supervision and liability

- A.4.1.3.1. Please personally keep an eye on all the luggage and items you have brought on board and secure them accordingly
- A.4.1.3.2. We are only liable for damage to your luggage and items in cases of intent and gross negligence:
  - •amage to your luggage and items
  - Theft and loss
  - Personal injuries caused by your luggage and items
  - · •Dirt on other passengers' clothing and/or items

# A.4.2. Bicycles

# A.4.2.1. How you can take your bicycles along

- A.4.2.1.1. The trains and buses on which you can take bicycles along can be found in our timetables at <u>oebb.at</u>. You can also obtain this information from the timetable displays at the station, from the ÖBB customer service at 05-1717 and from all points of sale.
- A.4.2.1.2. You can take one bicycle per person along. Your bicycle may also have an electric auxiliary drive, if the maximum design speed is 25 km/h. We do not take along vehicles powered exclusively by electricity. Folded scooters are not included in the bicycle category, even those with an electric drive. The dimensions of these scooters must correspond to the ones specified in Section A.4.1.1.1. [ $\rightarrow$  25] On trains as per Sections A.4.2.1.6. [ $\rightarrow$  27] and A.4.2.1.10. [ $\rightarrow$  27], you can also take bicycle trailers along. Please remove your luggage from the bicycle. In addition to their bicycle, a person can also take a bicycle trailer along, for which another ticket and reservation for bicycles must be purchased.
- A.4.2.1.3. The battery must be firmly mounted on the bicycle when it is taken along on the train and must not be charged or used as a power bank or otherwise. For the battery, the same regulations apply as for bicycles. Faulty batteries and vehicles with faulty batteries are not allowed to be taken along on our trains. Please be sure to comply with the provisions of the Austrian Act on the Transport of Dangerous Goods.

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- A.4.2.1.4. On long-distance and night trains as well as on our buses, please make a reservation for your bicycle. Without a reservation, we will unfortunately not be able to transport your bicycle. Please note that only one bicycle reservation can be made per bicycle ticket. We kindly ask you to attach your bicycle reservation to your bicycle in a clearly visible place, if it is possible to print it out. This will help our staff on the train with ticket inspections.
  A.4.2.1.5. On all our trains and buses that offer bicycle transport, we can take bicycles with the following maximum dimensions and a maximum weight of 30 kg along:
  Bicycle length of up to 185 cm
  Bicycle height of up to 110 cm
  - Bicycle width of up to 60 cm
  - Wheel diameter of up to 28 inches (74 cm) and wheel width of 4.2 cm

On all our trains where we offer the transport of bicycle trailers, we can take along bicycle trailers with the following maximum dimensions:

- Trailer length (without support bar) of 110 cm
- Trailer height of 100 cm
- Trailer width of 90 cm
- A.4.2.1.6. On our long-distance trains which include carriages with special luggage compartments, we can also take larger bicycles and bicycle trailers along. You can find out which long-distance trains include these special carriages from the ÖBB ticket counters or the customer service at 05-1717. There, you can also reserve a space for your bicycle in this carriage. On all other trains, we are not able to transport bicycles that exceed the dimensions described in Section A.4.2.1.5. [ $\rightarrow$  27] due to the limited space available.
- A.4.2.1.7. On local trains, you do not need a reservation for bicycles. On trains with spacious multipurpose compartments, you can also take bicycle trailers along. For safety reasons, however, we are only allowed to take a limited number of bicycles and bicycle trailers per train. In case of doubt, our staff will decide whether your bicycle and bicycle trailer can be taken along or not. In this respect, passengers with wheelchairs and prams have priority over bicycles and bicycle trailers.
- A.4.2.1.8. Please park your bicycle and bicycle trailer only in the area provided for this purpose, and please observe the provisions of Section A.4.1.2.3. [ $\rightarrow$  26] In order to maintain the safety of all passengers, we must have bicycles and bicycle trailers removed from the train if they:
  - block corridors, doors or escape routes
  - block security doors

If we are not able to identify the owner, we hand over the bicycles and bicycle trailers to the station staff, and they can be picked up at the lost and found office. Always follow the instructions given by our employees.

- A.4.2.1.9. Please remove panniers from your bicycle before boarding.
- A.4.2.1.10. Please always load your bicycle yourself. In the carriages with special luggage compartments for bicycles, our train attendants will assist you during loading.

# A.4.2.2. Supervision and liability

- A.4.2.2.1. Bicycles and bicycle trailers are hand luggage if they can be supervised by passengers themselves. Accordingly, please supervise your bicycle yourself when using this stowage option and secure it against slipping and tipping over during the journey. At the designated bicycle places you will find hooks and eyelets for this purpose, which you can also use to secure your bicycle with a lock.
- A.4.2.2.2. If the bicycle or bicycle trailer is transported as hand luggage pursuant to Section A.4.2.2.1. [ $\rightarrow$  28], we shall only be liable for the following circumstances in the event of intent and gross negligence on the part of our employees or other third parties attributable to us:
  - Damage to the bicycle
  - Theft or loss of your bicycle
  - Personal injury caused by your bicycle
  - · Dirt on other passengers' clothing and items
- A.4.2.2.3. If passengers are unable to supervise their bicycles and bicycle trailers themselves, e.g. when these are stored in special luggage compartments in accordance with Section A.4.2.1.10. [ $\rightarrow$  27] or when the passengers use a sleeper or couchette compartment, liability is governed by the provisions for luggage pursuant to Annex I to Regulation No. 2021/782. As the bicycle is loaded by the passengers themselves, with the exception of carriages with special luggage compartments for bicycles, please place your bicycle in the designated area according to Section A.4.2.1.8. [ $\rightarrow$  27] of the Guide for travelling with ÖBB in Austria and secure it against slipping and tipping over during the journey. At the designated bicycle places you will find hooks and eyelets for this purpose, which you can also use to secure your bicycle with a lock.

# A.4.3. Animals

# A.4.3.1. General

- A.4.3.1.1. Small and harmless animals can be taken along free of charge in closed and safe containers, provided that the containers comply with the provisions of Section A.4.1. [ $\rightarrow$  25].
- A.4.3.1.2. You do not need a container for your dog if it is secured with a muzzle and leash. In this case, however, your dog needs a ticket, as specified in Section B.1.1. [ $\rightarrow$  42]. Your dog may only sit on the floor, supervised by the dog owner.
- A.4.3.1.3. In accordance with Sections A.4.3.1.1.  $[\rightarrow 28]$  and A.4.3.1.2.  $[\rightarrow 28]$ , you can take your animal along in the compartments of sleeping and couchette cars if you have booked the entire compartment.
- A.4.3.1.4. In the event that your animal poses a risk to the well-being and health of fellow passengers or our employees due to a disease, our employees are authorised to deny you and your animal access to our trains and buses.

# A.4.3.2. Supervision and liability

A.4.3.2.1. Regarding the supervision and liability with respect to animals taken along, the provisions of Section A.4.1.3.1.  $[\rightarrow 26]$  apply mutatis mutandis.

# A.5. Your rights in the event of a delay or the cancellation of a train

A.5.1. Compensation for delays for ÖBB tickets

# A.5.1.1. Compensation for delays for single long-distance tickets

- A.5.1.1.1. In the event of a delay of 60 to 119 minutes, you will be refunded 25 % of the ticket price. For delays of 120 minutes or more, you will be refunded 50 % of the price.
- A.5.1.1.2. In the event of delayed local trains, you will receive a refund if you use the local train as a transfer train in connection with a long-distance train and have a single ticket for the entire route.
- A.5.1.1.3. If you have a round-trip ticket, we calculate the compensation for a delay that occurred either on the outward trip or on the return trip based on the respective share of the fare.

# A.5.1.2. Compensation for delays for day passes or weekly or monthly tickets

- A.5.1.2.1. If you have a day pass or a weekly or monthly ticket issued by ÖBB, you are entitled to the following compensation for delays: Flat rate of € 1.50 per experienced delay of 20 minutes or more between the station of boarding and disembarking of the trains used. You are not entitled to compensation on free student and apprentice tickets or their surcharge cards.
- A.5.1.2.2. In order for us to be able to compensate you, we will need a confirmation of the delay as per Section A.5.1.5.  $[\rightarrow 30]$ .

# A.5.1.3. Compensation for delays for the Österreichcard, the ÖBB Sommerticket and the ÖBB Seniorenticket

- A.5.1.3.1. If you have a 2nd class Österreichcard, you will receive a refund of € 20.00 for every 3 delays of 30 minutes or more. We will refund you a maximum of 10 % of the price of the Österreichcard.
- A.5.1.3.2. If you have an ÖBB Sommerticket for passengers under the age of 20, you will receive a flat-rate refund of € 10.00 for at least 3 delays of 60 minutes or more. If you have an ÖBB Sommerticket for passengers above the age of 20, you will receive a flat-rate refund of € 18.00 for at least 3 delays of 60 minutes or more.
- A.5.1.3.3. If you have an ÖBB Seniorenticket for one month, you will receive a flat-rate refund of € 15.00 for at least 3 delays of 60 minutes or more. If you have an ÖBB Sommer-ticket for one day, you will receive a flat-rate refund of € 5.00 for at least 3 delays of 60 minutes or more.
- A.5.1.3.4. In order for us to be able to compensate you, we will need a confirmation of the delay as per Section A.5.1.5.  $[\rightarrow 30]$ .

# A.5.1.4. Under what circumstances will you not receive a compensation for delays?

- A.5.1.4.1. You are not entitled to a compensation for delays if:
  - · you are informed about possible delays prior to buying your ticket
  - you can continue your journey with another means of public transport or on another route and therefore arrive at your destination with a delay of less than 60 minutes; tickets as per Section A.5.1.2. [→ 29] are not affected by this provision.
  - the delay, missed connection or cancellation of a train is a direct result of or inextricably linked to the following circumstances:



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- exceptional circumstances outside of railway operations, such as extreme weather conditions, major natural disasters or serious public health crises, which the railway company was unable to avoid and the consequences of which it was unable to avert despite the exercise of due care in the circumstances of the case,
- fault of the passenger, or
- conduct of a third party such as trespassing, cable theft, emergencies on the train, law enforcement action, sabotage or terrorism, which the railway company was unable to avoid and the consequences of which it was unable to avert despite the exercise of due care in the circumstances of the case.

# A.5.1.5. Where can you receive the confirmation of delay?

- A.5.1.5.1. You can obtain a confirmation of delay:
  - directly from the train attendant of the delayed train
  - up to 2 days after the trip at <u>oebb.at</u> for this, please enter the train and the date into the electronic timetable information system Scotty, and print out the delay which is then displayed.
  - up to 7 days after the trip at any ÖBB ticket counter
  - after 7 days, you can obtain a confirmation of delay from the ÖBB customer service at 05-1717 or via the contact form at <a href="http://www.oebb.at/kontakt">www.oebb.at/kontakt</a>.
  - For day passes or weekly or monthly tickets issued by ÖBB or a transport association, at any ÖBB ticket counter up until 60 minutes after the arrival of the train. After this, you can obtain the confirmation of delay from the ÖBB customer service at 05-1717 or at <u>oebb.at</u> up until 2 days after the trip.
- A.5.1.5.2. Our staff must note the number of the day pass or weekly/monthly ticket on the confirmation of delay.
- A.5.1.5.3. As an alternative to the confirmation of delay as per Section A.5.1.5.1.  $[\rightarrow 30]$ , you can also present your reservation for the delayed train.
- A.5.2. Compensation for delays for transport association tickets
- A.5.2.1. Compensation for delays on long-distance routes for single tickets issued by transport associations
- A.5.2.1.1. The provisions laid out in Section A.5.1.1.  $[\rightarrow 29]$  apply.

# A.5.2.2. Compensation for delays for day passes or weekly or monthly tickets

- A.5.2.2.1. If you have a day pass or a weekly or monthly ticket issued by a transport associa-tion, you are entitled to the following compensation for delays: Flat rate of € 1.50 per experienced delay of 20 minutes or more between the station of boarding and disembarking of the trains used. You are not entitled to compensation on free student and apprentice tickets or their surcharge cards.
- A.5.2.2.2. In order for us to be able to compensate you, we will need a confirmation of the delay as per Section A.5.1.5.  $[\rightarrow 30]$ .

# A.5.2.3. Compensation for delays for annual tickets issued by transport associations

A.5.2.3.1. On all routes, we guarantee that 95 % of all local ÖBB trains will arrive on time for each route or route section.

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A.5.2.3.2.	If you have an annual ticket and we do not achieve a degree of punctuality of 95 % in a month, we will compensate you for delays of local trains in the amount of 10% of that month's calculated portion of the compensation basis, as specified in Section A.5.2.3.1. $[\rightarrow 30]$ The compensation basis is equal to the price you paid for your annual transport association ticket, after deduction of the share of the fare for scheduled and urban transport. This amount is limited, however, to ten times the price of a monthly ticket valid on the route section you actually use.
A.5.2.3.3.	If we do not achieve a degree of punctuality of 95 % in any month during the entire term of your annual ticket as per Section A.5.2.3.1. [ $\rightarrow$ 30], we will compensate you with 10 % of the compensation basis as per Section A.5.2.3.2. [ $\rightarrow$ 31]
A.5.2.3.4.	If you are registered properly, we will, as specified in Section A.5.2.3.5. [ $\rightarrow$ 31], pay your claim for compensation automatically after expiry of the period of validity of your annual ticket. If your annual ticket ends prior to the expiry of the twelve-month period of validity, we will also calculate and transfer pro-rata compensation sums.
A.5.2.3.5.	If you want to claim compensation, please register: online at <u>https://www.oebb.at/Fahrgastrechte</u> or at our ticket counters. You will receive a per-sonal access code for your registration automatically by mail after purchasing your annual ticket. Please indicate which ÖBB route you use. If we do not achieve a degree of punctuality of 95 % in the route section you use in at least one month of validity during the entire term of your annual ticket, you will receive a compensation for delays.
A.5.2.3.6.	After expiration of the period of validity of your annual ticket, we will automatically inform you if we have not achieved a degree of punctuality of 95 %. Your compensation will be credited to your bank account. If the automatic transfer is not successful because your account details are incorrect, we will gladly transfer the money to you manually. Please contact us with the correct account details.
A.5.2.3.7.	Delays in urban transport and in core zones of the transport association, on long-distance routes or on regional bus routes are not taken into consideration.
A.5.2.3.8.	We determine the degree of punctuality in a calendar month based on ÖBB-Infrastruktur AG's evaluations per route section. You can see the subdivision of our routes into these sections under <u>www.oebb.at/Fahrgastrechte</u> . In these punctuality evaluations, we record all local ÖBB trains in the route section(s) under consideration. Trains cancelled in their entirety or in partial sections are treated as delayed and are already included in the degree of punctuality. With a delay of up to 5 minutes and 29 seconds, trains are considered punctual. With a delay of 5 minutes and 30 seconds or more, they are considered delayed.
A.5.2.3.9.	With your details regarding the station where you get on and off the train, we will determ- ine for which route or route sections we evaluate the degree of punctuality:
	<ul> <li>If your station of departure and your destination are within the same route section, the degree of punctuality determined for this section corresponds to the degree of punctu- ality achieved.</li> </ul>
	<ul> <li>If your station of departure and your destination are in different route sections, we cal- culate an arithmetic mean of the determined degrees of punctuality for those route sections on which you travel between your station of departure and your destination.</li> </ul>
A.5.2.3.10.	You can find the current degree of punctuality of your route section(s) and your current compensation value at <u>oebb.at/Fahrgastrechte</u> .

# A.5.3. Compensation for delays for annual network tickets issued by transport associations

- A.5.3.1.1. On all routes, we guarantee that 95 % of all local ÖBB trains in the transport association network will arrive on time.
- A.5.3.1.2. If you have an annual ticket and we do not achieve a degree of punctuality of 95 % in a month, we will compensate you for delays of local trains in the amount of 10 % of that month's calculated portion of the compensation basis, as specified in Section A.5.3.1.1.  $[\rightarrow 32]$ . The compensation basis is equal to the price you paid for your annual transport association ticket, after deduction of the share of the fare for scheduled and urban transport.
- A.5.3.1.3. If we do not achieve a degree of punctuality of 95 % in any month during the entire term of your annual ticket as per Section A.5.3.1.1.  $[\rightarrow 32]$ , we will compensate you with 10 % of the compensation basis as per Section A.5.3.1.2.  $[\rightarrow 32]$ .
- A.5.3.1.4. If you are registered properly, we will, as specified in Section A.5.3.1.5.  $[\rightarrow 32]$ , pay your claim for compensation automatically after expiry of the period of validity of your annual ticket. If your annual ticket ends prior to the expiry of the twelve-month period of validity, we will also calculate and transfer pro-rata compensation sums.
- A.5.3.1.5. If you want to claim compensation, please register: online at <u>https://www.oebb.at/Fahrgastrechte</u> or at our ticket counters. You will receive a personal access code for your registration automatically by mail after purchasing your annual ticket. If on our routes in the transport association network we do not achieve a degree of punctuality of 95 % in at least one month of validity during the entire term of your annual ticket, you will receive a compensation for delays.
- A.5.3.1.6. After expiration of the period of validity of your annual ticket, we will automatically inform you if we have not achieved a degree of punctuality of 95 %. Your compensation will be credited to your bank account. If the automatic transfer is not successful because your account details are incorrect, we will gladly transfer the money to you manually. Please contact us with the correct account details.
- A.5.3.1.7. Delays in urban transport and in core zones of the transport association, on long-distance routes or on regional bus routes are not taken into consideration.
- A.5.3.1.8. We determine the degree of punctuality in a calendar month based on ÖBB-Infrastruktur AG's evaluations of the network. In these punctuality evaluations, we record all local ÖBB trains running in the regional network. Trains cancelled in their entirety or in partial sections are treated as delayed and are already included in the degree of punctuality. With a delay of up to 5 minutes and 29 seconds, trains are considered punctual. With a delay of 5 minutes and 30 seconds or more, they are considered delayed.
- A.5.3.1.9. You can find the current degree of punctuality of your rail network and your current compensation value at <u>https://www.oebb.at/Fahrgastrechte</u>.

# A.5.4. Compensation for delays for the Klimaticket Ö

A.5.4.1.1. We guarantee that the overall monthly degree of punctuality of all our trains that can be used with your Klimaticket Ö will be at least 93 %. We determine the degree of punctuality in a calendar month based on ÖBB-Infrastruktur AG's evaluations of the network. Trains cancelled in their entirety or in partial sections are treated as delayed and are already included in the degree of punctuality. With a delay of up to 5 minutes and 29 seconds, trains are considered punctual. With a delay of 5 minutes and 30 seconds or more, they are considered delayed. You can find the current degree of punctuality of your rail network and your current compensation value at <a href="https://www.oebb.at/Fahrgastrechte">https://www.oebb.at/Fahrgastrechte</a>.



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- A.5.4.1.2. When purchasing the Klimaticket Ö, please give your consent for BMK to provide us with your personal data for the processing of your passenger rights. Without this consent, you cannot participate in this compensation procedure. Please register with our automated compensation system at <a href="http://www.oebb.at/fahrgastrechte">http://www.oebb.at/fahrgastrechte</a>, and inform us of the bank account to which we may transfer your compensation amounts.
- A.5.4.1.3. If in any month we fail to achieve the degree of punctuality set out in Section A.5.4.1.1.  $[\rightarrow 32]$ , we will compensate you in the amount of 10 % of the monthly share of the compensation basis. The compensation basis is equal to the price you paid after deduction of the share of the fare for motor vehicle services and urban transport. It is published for each railway operator at <u>www.klimaticket.at</u>. At the end of the term of your Klimaticket Ö, we will transfer the total of all compensation amounts to you in a one-off payment.
- A.5.4.1.4. If you have a 1st class upgrade for the Klimaticket Ö, we will compensate you according to the rules of the Klimaticket Ö, the compensation basis being the price you paid for the upgrade.
- A.5.4.1.5. If we do not reach the promised degree of punctuality in any month during the total term of your Klimaticket Ö, we will compensate you with 10 percent of the compensation basis.
- A.5.4.1.6. Reimbursement amounts of less than 4 euros will not be paid out.

### A.5.5. Assistance in the event of delays and train cancellations

- A.5.5.1.1. If we have a delay of 60 minutes or more, we will offer you free snacks or meals and soft drinks on the train or at the station, depending on availability.
- A.5.5.1.2. You are entitled to receive meals in reasonable relation to the waiting time, if:
  - you are affected by a departure delay of 60 minutes or more at the station,
  - you cannot start your journey earlier with another train or a replacement rail service, and
  - · the provision of meals is available at the station.
- A.5.5.1.3. For this purpose, we will pay you € 5.00 in cash for every 60 minutes of delay. You will receive the payment at the ÖBB ticket counter during opening hours upon presentation of your ticket affected by the delay.
- A.5.5.1.4. We cannot make a payment if:
  - the prerequisite of a departure delay of 60 minutes or more is not met,
  - the ticket was purchased after the delay was known, or
  - no ticket counter is open.
- A.5.5.1.5. In these cases, please contact the ÖBB customer service in writing.
- A.5.5.1.6. If the train you are travelling on stands still on a route section for 60 minutes or more, we will do everything we can to take you to a nearby station or your destination station as quickly as possible.
- A.5.5.1.7. If you can no longer continue your journey on the same day or by 3:00 a.m. on the following day – due to train cancellations, delays of 60 minutes or more or because you missed the last connection due to our delay – we offer you the following assistance:
  - Depending on availability, we will organise a middle-class hotel rated up to 3 stars as well as the trips between your hotel and the train station for you. Alternatively, we can reimburse your hotel costs up to € 80.00, as well as costs for the trip between your hotel and the train station up to € 50.00.
  - We offer you to continue your journey by another means of transport, e.g. by taxi, and will reimburse you for this with in amount of up to € 50.00.



A.5.5.1.8. Based on a case-by-case examination, ÖBB can reimburse higher costs if there are substantial reasons. A substantial reason would be, for example, if it is impossible for passengers with limited mobility and their companions to continue their journey on the same day.

### A.5.6. Reimbursement in the event of a train cancellation or a delay

A.5.6.1.1.

A.5.6.1.2.

# If you miss your connecting train due to a train delay, if your train is cancelled completely or on a section of the route or if your train is late by 60 minutes or more, you can

- choose:
  Either we will refund the fare for the route you will no longer be travelling free of charge. In this case, in accordance with the contract of carriage, the fare for the route you have already travelled is deducted from the fare for the entire route. If applicable, we will also refund the fare for the part of your journey which you have already taken but which has now become pointless. In this case, we will also refund the fare for departure.
- Or you can continue your journey with your existing ticket at the next opportunity or at a later point in time at no additional cost, if necessary following a different route.

# In particular, you can expect a delay or a train cancellation as per Section A.5.6.1.1. $[\rightarrow 34]$ if we inform you about it via one of the following information channels:

- timetables and posted information on timetable changes at train stations
- · electronic displays and loudspeaker announcements on trains and at stations
- · timetable information provided by the booking systems of our sales points
- available timetable information and traveller information media, in particular the timetable information system available online at <u>oebb.at</u>.
- A.5.6.1.3. If you choose to continue your journey with one of our trains at the next opportunity or at a later point in time or return to your original point of departure, we will alter the ticket: for first class, another train, a longer period of validity or a new route.
- A.5.6.1.4. Upon request, we will certify the missed connection, the delay or the cancellation of the train.
- A.5.6.1.5. Trips in urban transport and in core zones of the transport association are excluded from refunds in the event of train cancellations or delays.

# A.5.7. How you can obtain your compensation or refund

- A.5.7.1.1. If you are entitled to compensation or a refund according to Section A.5.  $[\rightarrow 29]$ , please send the completed and signed application for compensation or refund to the address on the form, or hand it in at an ÖBB ticket counter. You can submit your application up until one year after expiration of your ticket.
- A.5.7.1.2. With this application, you can also assert claims for compensation according to Section A.5.5.1.7.  $[\rightarrow 33]$ . If you would like to be compensated for delays as a customer holding an annual ticket issued by a transport association, please register with our compensation model according to Section A.5.2.  $[\rightarrow 30]$ .
- A.5.7.1.3. Please enclose the following with the application: tickets, receipts for incurred and reimbursable costs as per Section A.5.5. [ $\rightarrow$  33], as well as any confirmations of delays, either as digital or analogue copies. Alternatively and for mobile tickets, please enclose the booking code. If you printed your ticket at home yourself, please enclose this ticket or at least the booking code. If you enclose copies with your application, we will check at the ÖBB ticket counters whether they match the original documents.



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- A.5.7.1.4. Please observe all tax regulations related hereto. For tickets marked "does not grant right to deduct input tax", we also require the original invoice or certificate for the in-put tax deduction for reimbursement.
- A.5.7.1.5. Our ÖBB service centre for passenger rights will check your application and tickets and determine whether your claim for compensation is legitimate. You have the choice between a voucher and a cash refund. If you choose a voucher, we will send it to you. The cash refund will be transferred to your account without any deductions. Both will take place within one month.
- A.5.7.1.6. For tickets which you paid by credit card, we will refund the amount to the credit card. The same applies to payment via business account or Schulcard.
- A.5.7.1.7. If you enclose original documents with your application for compensation, we will, upon request, send them back to you free of charge after processing.
- A.5.7.1.8. We only reimburse tickets issued by us or our sales partners. If you have purchased the tickets from another railway company, we will forward the documents to that company and inform you of this.
- A.5.7.1.9. Any claim for compensation for commutation tickets as per Section A.5.1.2.  $[\rightarrow 29]$  will only be checked directly at the ÖBB ticket counters. Compensation for commutation tickets is always paid out in cash at our ticket counters. If you wish, the ÖBB service centre for passenger rights can transfer the compensation to the bank account you have specified without any deductions.
- A.5.7.1.10. We round amounts up to the next full ten cents. In the event of compensation as per Section A.5.1. [ $\rightarrow$  29] and A.5.2. [ $\rightarrow$  30] we pay compensation amounts starting at  $\in$  4.00, in cash or voucher form.

# A.6. Your other rights to reimbursement

### A.6.1. Your rights in the event of quality defects

- A.6.1.1.1. In the following cases, you will receive a full refund for your ticket or reservation:
  - You decided not to travel because we were not able to provide your reserved sleeping berth, couchette or seat.
  - You decided not to travel because due to insufficient capacity we were not able to offer you a 1st class or business class seat, even though you had a ticket for 1st or business class.
  - If we were not able to offer you a reserved seat despite your reservation.
- A.6.1.1.2. In the following cases, you will receive a partial refund for your ticket:
  - If due to insufficient capacity you had to travel in a lower comfort class than the one you had booked
  - If due to a missing carriage you had to travel in a lower comfort class than the one you had booked
- A.6.1.1.3. If any of the above applies, please contact our staff. They will be happy to issue you with a certificate of non-use for the refund of your ticket or reservation.
- A.6.1.1.4. We will refund the difference to the correct fare if our employees or third parties commissioned by us apply the Conditions of Carriage in Section A. [ $\rightarrow$  14] or the Conditions of Use in Section B. [ $\rightarrow$  42] improperly when selling tickets.



# A.6.2. Your rights if you do not wish to travel

A.6.2.1.1. If you do not wish to travel or only want to travel part of the valid route, you will find the conditions under which we reimburse fares in Section B.  $[\rightarrow 42]$  of this handbook.

# A.6.3. Procedural instructions

- A.6.3.1.1. You can apply for a refund online or directly at one of our ticket counters. Please enclose the following with the application:
  - For reimbursements as per Section A.6.1. [→ 35], tickets, reservations and certificates of non-use.
  - For reimbursements as per Section A.6.2. [→ 36], tickets and reservations with any inspection and revision notes.
- A.6.3.1.2. The submission of copies is sufficient for handling your request. If you have received your ticket or reservation on original ÖBB ticket paper, for example from a ticket machine, at the counter or in a travel agency, and the travel date is in the future, we do, however, require the original. For mobile tickets, please enclose the booking code.
- A.6.3.1.3. Please apply for a refund according to Section A.6.1.  $[\rightarrow 35]$  within 6 months after the end of the period of validity of your ticket. Payment will be made within 2 months.
- A.6.3.1.4. Please observe all tax regulations related hereto. For tickets marked "does not grant right to deduct input tax", we also require the original invoice or certificate for the input tax deduction for reimbursement.
- A.6.3.1.5. We do not reimburse any fees as per Section E.1. [ $\rightarrow$  120], with the exception of Section E.1.2. [ $\rightarrow$  120], if the reason for the penalty fare no longer applies.
- A.6.3.1.6. For tickets which you paid by credit card, we will refund the amount to the credit card. The same applies to payment via business account or Schulcard.
- A.6.3.1.7. We only reimburse tickets issued by us or our sales partners. If you have purchased the tickets from another railway company, we will forward the documents to that company and inform you of this.

# A.7. Transport of motor vehicles

A.7.1. Cars on passenger trains

### A.7.1.1. Which vehicles we transport

- A.7.1.1.1. On motorail trains, we transport the following vehicles:
  - · Passenger cars, including with trailers
  - Motorcycles, scooters, motorcycle combinations
  - Trikes, quads and microcars
- A.7.1.1.2. Your vehicle must be registered for public roads in accordance with road traffic regulations and be in a roadworthy condition.
- A.7.1.1.3. Vehicles with lifting roofs, pop-up roofs or camper hardtops are excluded from carriage.
- A.7.1.1.4. At least one adult with a valid driving licence must accompany your vehicle on the same train as the driver.

# A.7.1.2. Vehicle dimensions

A.7.1.2.1. We transport vehicles with the following dimensions:



- maximum height of 196 cm including superstructures such as roof racks, antennas and ski racks including skis.
- ground clearance of at least 10 cm
- · Maximum total width of 205 cm, with folded side mirrors
- · Maximum total track width, i.e. measured from the outside of the tyres, of 200 cm
- Maximum total vehicle length of 530 cm
- · maximum nine car seats including the driver
- · Maximum trailer length including coupling of 500 cm
- maximum roof width of 155 cm
- A.7.1.2.2. Trailers are only transported together with passenger cars.
- A.7.1.2.3. During the booking process, please state the actual vehicle dimensions, including any superstructures and attachments, as well as the registration number. As soon as you receive the transport documents, please check that they are correct, especially the vehicle dimensions. If your vehicles exceed these dimensions, we will unfortunately not be able to transport them.
- A.7.1.2.4. We may refuse to transport your vehicle, even if it has permissible vehicle dimensions, if there are reasonable grounds to suspect that it could be damaged during transport due to the design of the vehicle. In this case we will refund the fare for the vehicle without any further deductions. This does not give rise to any further claims.

## A.7.1.3. Loading and unloading

- A.7.1.3.1. As a passenger, please ensure that your vehicle is available at the loading point specified by us during the loading time stated on the reservation. Please bring motorcycles, vehicles with a height of more than 158 cm, as well as vehicles with non-metallic roofs to the place of loading right at the beginning of the loading time. Unfortunately, we will not be able to load your vehicle at a later point in time.
- A.7.1.3.2. Prior to loading the vehicles, please show the ticket for yourself and your vehicle to the loading personnel.
- A.7.1.3.3. Our staff on site will assign you a parking space for your vehicle.
- A.7.1.3.4. Please help to prevent damage to your vehicle during transport. Prior to loading, please ensure in particular the following for transport:
  - sunroof locked
  - roof constructions for convertibles and off-road vehicles with non-metallic covers secured
  - · luggage attached to the vehicle secured and firmly lashed down
  - · Vehicles with fabric roof and without side window protected with tarpaulin
  - · no car cover over the vehicle
  - · closed ventilation flaps, ventilation setting: "Circulating air"
  - · retracted, folded, tethered or dismounted antenna
  - · vehicle lights switched off
  - · blinking and warning lights switched off
  - · exterior mirrors folded in

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- · sufficient antifreeze in the cooling system
- shut-off valves for fuel lines closed
- · fuel lines and fuel tanks tight and properly closed
- · electrical cables in proper condition
- · spare canisters stowed inside the vehicle only
- · spare canisters are not permitted for motorcycles
- Do not leave motorcycle helmets on the motorcycle
- A.7.1.3.5. All parts and attachments of your vehicle must be protected against loss or damage. If this is not possible, we will unfortunately not be able to transport your vehicle.
- A.7.1.3.6. You may use roof racks if
  - these are standard, permanently mounted roof boxes,
  - · bicycle racks or ski racks, but not magnetic ski racks, and
  - the maximum loading height is observed.
- A.7.1.3.7. Bicycles stowed away inside the vehicles can be transported on a motorail train without restrictions as per Section A.4.2.  $[\rightarrow 26]$ . You can also take along bicycles which
  - are standing on a "Bike-Bar" bicycle carrier on the trailer coupling,
  - · are secured on both wheels and
  - do not exceed the permissible loading height.
- A.7.1.3.8. Please remove all loose objects from vehicles with passenger compartments that cannot be locked.
- A.7.1.3.9. Animals are not allowed to remain in the loaded vehicles.
- A.7.1.3.10. If your vehicle does not comply with the provisions of Section A.7.1.2.1. [ $\rightarrow$  36], you are not entitled to carriage of your vehicle and we can terminate the contract of carriage with you for good cause. In this case, the refund policy of your respective tickets will apply. Our car transport carriages have a maximum loading weight that may not be exceeded. If the total of all vehicle weights unexpectedly exceeds the maximum loading weight per train, we will not be able to transport all vehicles for safety reasons. In this case, you can change your booking for the trip free of charge and switch to a different day or a different route. Alternatively, we can refund your booked tickets. If you cannot start your trip on the same day, we will offer you the assistance services set out in Section A.5.5.1.7. [ $\rightarrow$  33].
- A.7.1.3.11. During the journey, nobody is allowed to be in the vehicle or to go to the vehicle.
- A.7.1.3.12. With regard to vehicles on railway facilities, it is forbidden to:
  - Remove or fill fuel
  - · smoke or use open flames in or near the vehicles
- A.7.1.3.13. Careful loading and unloading of the vehicle is your responsibility. Important for this:
  - observe the signalling systems and instructions of the railway personnel.
    - please move your vehicle at walking speed only.
- A.7.1.3.14. Even if the loading staff helps you by "signalling", we assume no liability for damages of any kind. Our staff will also be happy to assist you with loading and unloading if you, as the driver, sign a "release from liability". Passengers with disabilities do not need to sign this declaration.



- A.7.1.3.15. During loading and unloading, only the driver is allowed to be in the vehicle. If you are loading a motorcycle, a helmet with closed visor must be worn.
- A.7.1.3.16. Once you have loaded your vehicle, please note the following:
  - Remove the ignition key
  - · Apply the parking brake and the handbrake
  - if your car has an automatic transmission, move the gear lever to the parking position
  - Switch off alarm systems
  - · lock all windows and doors
- A.7.1.3.17. Your vehicle is then deemed to have been handed over to us and will be secured by our staff.
- A.7.1.3.18. Upon arrival, the vehicles are released by the loading personnel.
- A.7.1.3.19. Prior to unloading your vehicle, please check if it has been damaged.
- A.7.1.3.20. Please report any visible transport damage to the loading personnel immediately before unloading. For this, please fill in the "Statement of facts" form. Please report any transport damage that is not immediately apparent to customer service at 05-1717 as soon as you notice it, but no later than 14 days after unloading. We accept no liability for damage reported at a later point in time.
- A.7.1.3.21. The vehicle is deemed to have been handed over to the driver when the wheel chocks and lashing straps have been removed and the lane has been cleared.

#### A.7.2. Tauern motorail

#### A.7.2.1. Area of validity

A.7.2.1.1. For the transport of vehicles, trailers and bicycles from Böckstein to Mallnitz-Obervellach and back, the provisions for cars on passenger trains as per Section A.7.1.  $\rightarrow$  36] apply, unless otherwise provided for below.

#### A.7.2.2. Carriage

A.7.2.2.1.

#### We take vehicles, trailers, buses, motorcycles and bicycles along on the Tauern motorail if

- · this is possible with the respective train
- · the vehicles are registered with the police
- buses and motorcycle groups were reserved in advance through the customer service at 05-1717.
- A.7.2.2.2. The following vehicles are excluded from carriage:
  - transport of hazardous materials RID/ADR
  - width of more than 250 cm
  - weight of more than 25,000 kg
  - total length of more than 12 metres and
  - three-axle buses



## A.7.2.3. Vehicle dimensions

A.7.2.3.1. The maximum vehicle height is 3.60 m for trucks and 3.80 m for buses or 3.60 m from corner to corner.

## A.7.2.4. Animals

A.7.2.4.1. You may take animals along with you on trailers. Please take animals that are travelling along in your vehicle with you on the train.

## A.7.2.5. Notice boards

A.7.2.5.1. We provide information about the permissible vehicle dimensions, the conditions of carriage and the running times of the trains via notice boards at the loading stations.

## A.8. Liability

## A.8.1. Liability of the railway

- A.8.1.1.1 We are only liable to our passengers in case of intent or gross negligence. In case of death or injury, we are also liable in case of slight negligence. Liability for the carriage of luggage, items, bicycles and animals is governed by Sections A.4.1.3. [ $\rightarrow$  26], A.4.2.2. [ $\rightarrow$  28] and A.4.3.2. [ $\rightarrow$  28]. The provisions of the <u>General Civil Code (ABGB)</u>, the <u>Railway and Motor Vehicle Liability Act (EKHG)</u> and <u>Regulation (EC) No. 1371/2007</u>, including its Appendix I, CIV, remain unaffected and regulate the liability of railway operators with regard to passengers and their luggage, animals and vehicles.
- A.8.1.1.2. In principle, we are liable to our passengers with disabilities or limited mobility without liability cap only in cases of intent or gross negligence with regard to the complete or partial loss or damage of:
  - mobility aids and
  - other disability-related personal aids.
- A.8.1.1.3. If you purchased your ticket on a timetable basis and the departure and arrival times of your chosen train change, we will inform you about the changes via all the information channels available to us.

## A.8.1.2. Liability for ÖBB employees

- A.8.1.2.1. We are only liable for our employees in relation to bookings and reservations in cases of intent and gross negligence.
- A.8.1.2.2. A.8.1.2.2. We transport your items carried in or on your vehicle at your own risk. We accept no liability for damage caused by these items.

## A.8.2. Passengers' liability

A.8.2.1.1. In accordance with general tort provisions, you are liable for damages incurred by us or third parties if you fail to comply with legal and administrative regulations or violate these Conditions of Carriage.

## A.9. Lost objects

A.9.1.1.1. If you have lost or forgotten something on our trains and buses, please contact the Lost & Found Service in Austria at +43 5 1778 97 22222.



A.9.1.1.2. Found items not collected will be handed over to the responsible authorities (municipality or magistrate). Further information about the lost and found service and the locations of the Lost & Found offices can be found at https://www.oebb.at/en/reiseplanung-services/nach-ihrer-reise/lost-found.

## A.10. Applicable law

A.10.1.1.1. Our contracts of carriage are governed by Austrian law, under exclusion of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer trans-action as per § 1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

## B. Ticket offer

## B.1. Terms of use for the tickets

- B.1.1. Standard ticket
- B.1.1.1. When is this ticket offer available?
- B.1.1.1.1. This ticket offer is available until revoked.

## B.1.1.2. How long in advance can you buy this ticket?

B.1.1.2.1. This offer is available up to 6 months in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.

## B.1.1.3. When and for how long is this ticket valid?

- B.1.1.3.1. The single ticket is valid for 2 days. The period of validity is indicated on the ticket. Outward and return tickets are treated as two individual tickets. You can interrupt your journey in between. At departure and destination stations that are urban transport stations, you cannot interrupt your journey, as specified in Section B.4.  $[\rightarrow 69]$ .
- B.1.1.3.2. For trips within the following regions, the validity is reduced to 1 day, allowing for travel up until 03:00 a.m. of the following day:
  - Carinthia
  - Upper Austria
  - Eastern region with Vienna, Lower Austria and Burgenland
  - Salzburg
  - Styria
  - Tyrol
  - Vorarlberg
- B.1.1.3.3. At ÖBB ticket vending machines, you cannot buy tickets for delayed trains if according to the timetable their departure time has already passed. If the last train of the day as per the timetable is delayed, you can also use a ticket that due to this provision has been issued by the ticket vending machine with validity for the next day for the chosen delayed connection, irrespective of the printed date of validity.
- B.1.1.3.4. Depending on their type, commutation tickets are valid for one week, one month or one year from the first day of validity. The period of validity is indicated on the ticket. Within the period of validity, you can use this ticket as often as you like.
- B.1.1.3.5. When purchasing commutation tickets for Vehicles on the ÖBB Tauern motorail, you need to specify the licence number. These tickets are not transferable.

## B.1.1.4. For which areas can you buy this ticket?

- B.1.1.4.1. You can buy single tickets and commutation tickets for passengers, Bicycles and Dog for all ÖBB routes. For Vehicles on the ÖBB Tauern motorail, you buy them for the route section between Mallnitz-Obervellach and Böckstein.
- B.1.1.4.2. For passengers, you can also buy a single ticket for the routes operated by the following railway companies:
  - Graz-Köflacher Eisenbahn



- Montafonerbahn
- Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)
- Salzburger Lokalbahn
- Pinzgauer Lokalbahn
- Steiermärkische Landesbahnen
- Stern & Hafferl
- Zillertalbahn
- NÖVOG Mariazellerbahn and Citybahn Waidhofen
- B.1.1.4.3. For bicycles and dogs, you can also buy single tickets for the routes operated by the following railway companies:
  - Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)
  - Graz-Köflacher Eisenbahn
  - Montafonerbahn
  - Salzburger Lokalbahn
  - Pinzgauer Lokalbahn
  - Steiermärkische Landesbahnen
  - Stern & Hafferl
  - NÖVOG Mariazellerbahn and Citybahn Waidhofen
- B.1.1.4.4. For Bicycles and Dog, you can also buy commutation ticket for the routes operated by the following railway companies:
  - Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)

## B.1.1.5. Where is this ticket valid?

- B.1.1.5.1. The route is indicated on the ticket.
- B.1.1.5.2. You can also take a different route between your starting and destination station if it is less expensive. However, you will not be refunded for the difference to the more expensive route.
- B.1.1.5.3. If you take a different route which is more expensive, you will need to pay the difference to the original ticket.
- B.1.1.5.4. This ticket is not valid for trips within Vorarlberg for the following customer groups:
  - · Business account
  - Dogs,
  - · Bicycles and
  - groups

## B.1.1.6. On which trains and buses is this ticket valid?

- B.1.1.6.1. With this ticket, you can travel on all long-distance and local trains as well as on ÖBB buses within Austria.
- B.1.1.6.2. On night trains, you can use this ticket on seating carriages.



- B.1.1.6.3. For your bicycle, you will need a reservation when travelling on long-distance and night trains, as specified in Section B.2.1. [ $\rightarrow$  66]. Without a reservation, we will unfortunately not be able to transport your bicycle.
- B.1.1.6.4. With single tickets for passengers, you can travel on the regional trains operated by the railway companies listed in Section B.1.1.4.2.  $[\rightarrow 42]$ .
- B.1.1.6.5. With single and commutation tickets for Bicycles and Dog, you can travel on the regional trains of the railway operators listed in Section B.1.1.4.3.  $[\rightarrow 43]$ .

## B.1.1.7. For which comfort categories can you buy this ticket?

- B.1.1.7.1. You can buy this ticket for 1st and 2nd class.
- B.1.1.7.2. If you decide to change from 2nd to 1st class, you need to pay the difference between the two classes for the requested route.
- B.1.1.7.3. If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.7.  $[\rightarrow 50]$  apply.

#### B.1.1.8. For how many passengers can you buy this ticket?

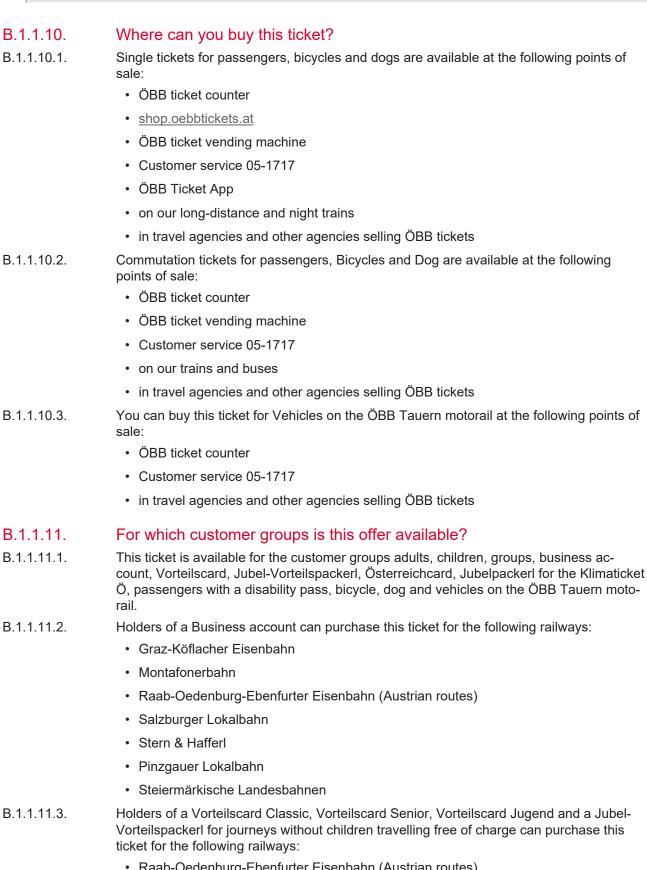
- B.1.1.8.1. The single ticket allows up to 99 passengers to travel together on routes operated by ÖBB, Raab-Oedenburg-Ebenfurter Eisenbahn and Montafonerbahn.
- B.1.1.8.2. When purchasing a ticket from the staff on our trains and buses, via <u>shop.oebbticket.at</u>, using the ÖBB Ticket App or at ÖBB ticket vending machines, up to 6 passengers can travel together on routes operated by ÖBB, Raab-Oedenburg-Ebenfurter Eisenbahn and Montafonerbahn.
- B.1.1.8.3. For all other railway companies listed in Section B.1.1.4.2.  $[\rightarrow 42]$ , you can buy single tickets for 1 passenger.
- B.1.1.8.4. Commutation tickets for passengers as well as single tickets and commutation tickets for Bicycles, Dog and Vehicles on the ÖBB Tauern motorail can be purchased individually.

## B.1.1.9. What reimbursement options do you have for this ticket?

- B.1.1.9.1. You can have a single ticket refunded prior to the first day of validity without any fees being charged.
- B.1.1.9.2. From the first day of validity onwards, a single ticket can no longer be refunded. Outward and return tickets are treated as two individual tickets.
- B.1.1.9.3. If in the event of single tickets for 6 or more persons travelling together, the number of passengers decreases and you submit the ticket for reimbursement within 3 days of the first day validity, the reimbursed amount is calculated as follows:
  - Determination of the price difference between the original group size and the actual number of travelling passengers
  - Deduction of a fee of 50 % of the price difference, subject to a minimum fee of € 15.00 per passenger refunded
- B.1.1.9.4. A weekly ticket can be refunded within the first 3 days of validity against a fee of 50 % of the fare, subject to a minimum fee of € 15.00 per passenger.
- B.1.1.9.5. A monthly ticket or a ticket with an even longer period of validity can be refunded within the first 7 days of validity against a fee of 50 % of the fare, subject to a minimum fee of € 15.00 per passenger.

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· Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)

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- Graz-Köflacher Eisenbahn
- Montafonerbahn
- Salzburger Lokalbahn
- Pinzgauer Lokalbahn
- Steiermärkische Landesbahnen
- Stern & Hafferl
- Zillertalbahn
- NÖVOG Mariazellerbahn and Citybahn Waidhofen
- B.1.1.11.4. Holders of a Vorteilscard Family or a Jubel-Vorteilspackerl for journeys with children travelling free of charge can purchase this ticket for all long-distance and local trains, as well as for all ÖBB buses within Austria, the NÖVÖG Mariazellerbahn and the Citybahn Waidhofen and the Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes). Further information about taking children along with you free of charge with a Vorteilscard Family can be found in Section C.5.10. [ $\rightarrow$  76].
- B.1.1.11.5. For groups, you can also buy a single ticket for the routes operated by the following railway companies:
  - Montafonerbahn
  - Graz-Köflacher Eisenbahn
- B.1.2. to remain empty -
- B.1.3. Österreichcard
- B.1.3.1. When is this ticket offer available?
- B.1.3.1.1. This ticket offer is no longer sold.
- B.1.3.2. How long in advance can you buy this ticket?
- B.1.3.2.1. This ticket is no longer sold.

## B.1.3.3. When and for how long is this ticket valid?

- B.1.3.3.1. This ticket is valid for 1 year from the first day of validity onwards. The period of validity is indicated on the ticket.
- B.1.3.3.2. Within the period of validity, you can use this ticket as often as you like.

## B.1.3.4. For which areas can you buy this ticket?

- B.1.3.4.1. You can buy this ticket for all ÖBB routes.
- B.1.3.4.2. You can also buy this ticket for the routes operated by the following railway companies:
  - Graz-Köflacher Eisenbahn
  - Montafonerbahn
  - Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)
  - Salzburger Lokalbahn
  - Pinzgauer Lokalbahn
  - Steiermärkische Landesbahnen



- Stern & Hafferl
- Stubaitalbahn
- Wiener Lokalbahnen
- Zillertalbahn
- St. Pölten Mariazell (MzB) Mariazellerbahn
- Citybahn Waidhofen (CD)

## B.1.3.5. Where is this ticket valid?

- B.1.3.5.1. This ticket is valid within the entire ÖBB network.
- B.1.3.5.2. This ticket is valid on the routes operated by the railway companies indicated in Section B.1.3.4.2.  $[\rightarrow 46]$ .

## B.1.3.6. On which trains and buses is this ticket valid?

- B.1.3.6.1. With this ticket, you can travel on all trains as well as on ÖBB buses within Austria.
- B.1.3.6.2. With this ticket, you can travel on the regional trains of the railway operators listed in Section B.1.3.4.2.  $[\rightarrow 46]$ .

## B.1.3.7. For which comfort categories can you buy this ticket?

- B.1.3.7.1. This ticket is no longer sold.
- B.1.3.7.2. If you decide to change from 2nd to 1st class, you need to pay the difference between the two classes for the requested route for a standard single ticket for the customer group Österreichcard.

#### B.1.3.8. For how many passengers can you buy this ticket?

B.1.3.8.1. This ticket is no longer sold.

## B.1.3.9. What reimbursement options do you have for this ticket?

- B.1.3.9.1. You can have your ticket refunded prior to the first day of validity without any fees being charged.
- B.1.3.9.2. During the period of validity, you can cancel your Österreichcard from the beginning of the 7th contract month onwards. For this, you return the card at an ÖBB ticket counter. We will charge a cancellation fee in the amount of the price for one month, which is one twelfth of the purchase price. If you paid the entire ticket price at once, we will transfer the corresponding monthly amounts to your account for each month not started, minus the cancellation fee. If you do not have an account, we will pay the amount to you by postal order. If you pay the Österreichcard monthly by SEPA direct debit, one last monthly amount will be debited as a cancellation fee.
- B.1.3.9.3. You have an extraordinary right of cancellation if you move from Austria to another country, if you change jobs within Austria or if you have fallen ill over a period of 3 months or more. You can prove your move abroad by presenting your deregistration from the Austrian central civil register and your new address abroad. You can prove a new job with your new employment contract. An illness lasting 3 months or more can be proven with a medical certificate. For this, you return the card at an ÖBB ticket counter. We will charge a cancellation fee in the amount of the price for one month, which is one twelfth of the purchase price. If you paid the entire ticket price at once, we will transfer the corresponding monthly amounts to your account for each month not started, minus the cancellation



fee. If you do not have an account, we will pay the amount to you by postal order. If you pay the Österreichcard monthly by SEPA direct debit, one last monthly amount will be debited as a cancellation fee.

- B.1.3.9.4. In the event of the death of the holder of the Österreichcard, we will reimburse you as the beneficiary or administrator of the estate for every calendar month of the card price not used. Please enclose the following with your application for reimbursement: a copy of the death certificate, a proof of inheritance and the original Österreichcard.
- B.1.3.10. Where can you buy this ticket?
- B.1.3.10.1. This ticket is no longer sold.

#### B.1.3.11. For which customer groups is this offer available?

- B.1.3.11.1. This ticket is available for the customer group Österreichcard Familie.
- B.1.4. to remain empty -
- B.1.5. to remain empty -
- B.1.6. Sparschiene Österreich
- B.1.6.1. When is this ticket offer available?
- B.1.6.1.1. This ticket offer is available until revoked.

## B.1.6.2. How long in advance can you buy this ticket?

- B.1.6.2.1. This offer is available up to 6 months in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.
- B.1.6.2.2. You can only buy this ticket up to 1 minute before the departure of the train or bus.

#### B.1.6.3. When and for how long is this ticket valid?

- B.1.6.3.1. This ticket is only valid on the day of validity and on the trains and buses booked. Both are indicated on the ticket.
- B.1.6.3.2. For local trains, you can take an earlier or later train.
- B.1.6.3.3. This ticket is not valid on any other train or bus.
- B.1.6.3.4. You cannot interrupt your journey in between.
- B.1.6.3.5. If you miss a connection due to a train or bus delay, take the next possible train or bus to your destination station. If necessary, please have the delay confirmed by our train attendants.
- B.1.6.3.6. Sparschiene tickets are personal tickets, regardless of how you receive them. They are made out to the name(s) of the passenger(s) you have stated when booking. When the tickets are checked, the passengers stated on the ticket must produce a photo ID showing their age.
- B.1.6.3.7. If you cannot identify yourself or if the names of the passengers do not match the names on the ticket, the regulations for passengers without a valid ticket as per Section A.3.2.  $[\rightarrow 18]$  apply.

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B.1.6.4.	For which area can you buy this ticket?
B.1.6.4.1.	You can buy this ticket for travel within Austria using a long-distance train, a night train or an Intercity bus.
B.1.6.4.2.	For trips within the following regions, the journey must have a length of more than 150 kilometres:
	Carinthia
	Upper Austria
	<ul> <li>Eastern region with Vienna, Lower Austria and Burgenland</li> </ul>
B.1.6.4.3.	This ticket is not valid for trips within: <ul> <li>Salzburg</li> </ul>
	• Styria
	• Tyrol
	Vorarlberg
B.1.6.4.4.	Availability is limited and depends on your chosen route and trains.
B.1.6.5.	Where is the ticket valid?
B.1.6.5.1.	The ticket is only valid along the route of your booked trains, buses and connections.
B.1.6.5.2.	The route is indicated on the ticket.
B.1.6.5.3.	You cannot use any other route.
B.1.6.6.	On which trains and buses is this ticket valid?
B.1.6.6.1.	This ticket is valid for long-distance trains and Intercity buses, for local trains before and after long-distance services and for night trains.
B.1.6.7.	For which comfort categories can you buy this ticket?
B.1.6.7.1.	You can buy this ticket for 1st and 2nd class on long-distance trains and buses. On night trains, you can buy this ticket for seating, couchette or sleeper cars, including seat reservation.
B.1.6.7.2.	If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.7. [ $\rightarrow$ 50] apply.
B.1.6.7.3.	A change of class across offer categories from 2nd class Sparschiene tickets to 1st class standard tickets is not possible. Other changes of class are only possible on night trains.
B.1.6.8.	For how many passengers can you buy this ticket?
B.1.6.8.1.	This ticket offer is available for one person.
B.1.6.8.2.	A joint ticket can be issued for up to 6 passengers.
B.1.6.9.	What reimbursement options do you have for this ticket?
B.1.6.9.1.	You cannot have this ticket refunded prior to the first day of validity.
B.1.6.9.2.	From the first day of validity onwards, you cannot have this ticket refunded.
B.1.6.10.	Where can you buy this ticket?
B.1.6.10.1.	You can buy this ticket at the following points of sale: <ul> <li><u>shop.oebbtickets.at</u></li> </ul>



- <u>nightjet.com</u>
- ÖBB Ticket App
- B.1.6.10.2. For night trains, you can also buy this ticket at ÖBB ticket counters.

## B.1.6.11. For which customer groups is this offer available?

- B.1.6.11.1. This ticket is available for the customer groups adults, children, Jubel-Vorteilspackerl, Jubelpackerl for the Klimaticket Ö and vehicles.
- B.1.7. Class changes to business class

#### B.1.7.1. When is this ticket offer available?

- B.1.7.1.1. This ticket offer is available until revoked. You receive it for trips with a valid 1st class ticket.
- B.1.7.2. How long in advance can you buy this ticket?
- B.1.7.2.1. You buy this ticket for immediate use.

#### B.1.7.3. When and for how long is this ticket valid?

- B.1.7.3.1. This ticket is only valid on the day of validity indicated on the ticket.
- B.1.7.3.2. You cannot interrupt your journey in between.

## B.1.7.4. For which areas can you buy this ticket?

B.1.7.4.1. You only receive this ticket for the route on which your 1st class ticket is valid.

## B.1.7.5. Where is this ticket valid?

- B.1.7.5.1. This ticket is only valid on the route indicated on your 1st class ticket.
- B.1.7.5.2. You cannot take any other route.
- B.1.7.6. On which trains and buses is this ticket valid?
- B.1.7.6.1. With this ticket, you can travel in business class on long-distance trains.
- B.1.7.7. For which comfort categories can you buy this ticket?
- B.1.7.7.1. You can buy this ticket for business class.
- B.1.7.8. For how many passengers can you buy this ticket?
- B.1.7.8.1. You can buy this ticket for 1 person.
- B.1.7.9. What reimbursement options do you have for this ticket?
- B.1.7.9.1. This ticket cannot be refunded.
- B.1.7.10. Where can you buy this ticket?
- B.1.7.10.1. You can buy this ticket from the staff on our trains.

## B.1.7.11. For which customer groups is this offer available?

B.1.7.11.1. This ticket is available for the customer group adults. For this offer, children are considered adults.



## B.1.8. Comfort ticket

- B.1.8.1. When is this ticket offer available?
- B.1.8.1.1. This ticket offer is available until revoked.

## B.1.8.2. BHow long in advance can you buy this ticket?

B.1.8.2.1. This offer is available up to 6 months in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.

## B.1.8.3. When and for how long is this ticket valid?

- B.1.8.3.1. This ticket is only valid on the day of validity, and only for the trains, buses and seats booked. The respective information can be found on the ticket.
- B.1.8.3.2. This ticket is not valid on any other train or bus.
- B.1.8.3.3. You cannot interrupt your journey in between.

#### B.1.8.4. For which area can you buy this ticket?

B.1.8.4.1. This ticket is available for all routes on which night and motorail trains operate.

#### B.1.8.5. Where is this ticket valid?

- B.1.8.5.1. The ticket is only valid along the route of your booked trains, buses and connections.
- B.1.8.5.2. The route is indicated on the ticket.
- B.1.8.5.3. You cannot use any other route.

## B.1.8.6. On which trains and buses is this ticket valid?

B.1.8.6.1. This ticket is valid on night and motorail trains, as well as on Intercity buses to Italy.

## B.1.8.7. For which comfort categories can you buy this ticket?

- B.1.8.7.1. You can buy this ticket for 1st and 2nd class on Intercity buses, seating, couchette and sleeper cars on night trains, as well as the car transport carriage.
- B.1.8.7.2. You can change classes, if free seats are available.

#### B.1.8.8. For how many passengers can you buy this ticket?

B.1.8.8.1. This ticket offer allows as many passengers and vehicles to travel together as seats or spaces are available.

## B.1.8.9. What reimbursement options do you have for this ticket?

- B.1.8.9.1. You can have this ticket refunded up to 15 days before the first day of validity without any fees being charged.
- B.1.8.9.2. You can have this ticket refunded up to 1 day before the first day of validity against a fee in the amount of 50 % of the fare, subject to a minimum fee of  $\in$  15.00 per passenger.
- B.1.8.9.3. From the first day of validity onwards, you cannot have this ticket refunded.

## B.1.8.10. Where can you buy this ticket?

- B.1.8.10.1. You can buy this ticket at the following points of sale:
  - ÖBB ticket counter



- shop.oebbtickets.at
- <u>nightjet.com</u>
- Customer service 05-1717
- in travel agencies and other agencies selling ÖBB tickets

## B.1.8.11. For which customer groups is this offer available?

- B.1.8.11.1. This ticket is available for the customer groups adults, children, Vorteilscard, Jubel-Vorteilspackerl and Österreichcard, passengers with a disability pass, business account, groups, groups of school children, vehicles, ÖAMTC and ARBÖ.
- B.1.9. Sparschiene Comfort

## B.1.9.1. When is this ticket offer available?

B.1.9.1.1. This ticket offer is available until revoked.

## B.1.9.2. How long in advance can you buy this ticket?

- B.1.9.2.1. This offer is available up to 6 months in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.
- B.1.9.2.2. You can only buy this ticket up to 1 minute before the departure of the train or bus.

## B.1.9.3. When and for how long is this ticket valid?

- B.1.9.3.1. This ticket is only valid on the day of validity, and only on the trains and for the seats booked. Both are indicated on the ticket. The seat reservation is included with the ticket if it is technically available at the time of booking.
- B.1.9.3.2. For local trains, you can take an earlier or later train.
- B.1.9.3.3. This ticket is not valid on any other train or bus.
- B.1.9.3.4. You cannot interrupt your journey in between.
- B.1.9.3.5. If you miss a connection due to a train or bus delay, take the next possible train or bus to your destination station. If necessary, please have the delay confirmed by our train attendants.
- B.1.9.3.6. Sparschiene Comfort tickets are personal tickets, regardless of the manner in which you obtain these tickets. They are made out to the name(s) of the passenger(s) you have stated when booking. When the tickets are checked, the passengers stated on the ticket must produce a photo ID showing their age.
- B.1.9.3.7. If you cannot identify yourself or if the names of the passengers do not match the names on the ticket, the regulations for passengers without a valid ticket as per Section A.3.2.  $[\rightarrow 18]$  apply.

## B.1.9.4. For which area can you buy this ticket?

- B.1.9.4.1. You can buy this ticket for travel within Austria using a long-distance train, a night train or an Intercity bus.
- B.1.9.4.2. For trips within the following regions, the journey must have a length of more than 150 kilometres:
  - · Carinthia
  - Upper Austria



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- Eastern region with Vienna, Lower Austria and Burgenland
- B.1.9.4.3. This ticket is not valid for trips within:
  - Salzburg
  - Styria
  - Tyrol
  - Vorarlberg
- B.1.9.4.4. Availability is limited and depends on your chosen route and trains.

## B.1.9.5. Where is this ticket valid?

- B.1.9.5.1. The ticket is only valid along the route of your booked trains, buses and connections.
- B.1.9.5.2. The route is indicated on the ticket.
- B.1.9.5.3. You cannot use any other route.

#### B.1.9.6. On which trains and buses is this ticket valid?

B.1.9.6.1. This ticket is valid for long-distance trains, Intercity buses and for local trains before and after long-distance services.

#### B.1.9.7. For which comfort categories can you buy this ticket?

- B.1.9.7.1. You can buy this ticket for 1st and 2nd class on long-distance trains and buses.
- B.1.9.7.2. If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.7.  $[\rightarrow 50]$  apply.
- B.1.9.7.3. A change of class across offer categories from 2nd class Sparschiene comfort tickets to 1st class standard tickets is not possible. Other changes of class are only possible on night trains.

## B.1.9.8. For how many passengers can you buy this ticket?

- B.1.9.8.1. This ticket offer is available for one person.
- B.1.9.8.2. A joint ticket can be issued for up to 6 passengers.

#### B.1.9.9. What reimbursement options do you have for this ticket?

- B.1.9.9.1. You can have this ticket refunded up to 15 days before the first day of validity without any fees being charged.
- B.1.9.9.2. You can have this ticket refunded up to 1 day before the first day of validity against a fee in the amount of 50 % of the fare, subject to a minimum fee of  $\in$  15.00 per passenger.
- B.1.9.9.3. From the first day of validity onwards, you cannot have this ticket refunded.

#### B.1.9.10. Where can you buy this ticket?

- B.1.9.10.1. You can buy this ticket at the following points of sale:
  - shop.oebbtickets.at
  - ÖBB Ticket App

## B.1.9.11. For which customer groups is this offer available?

B.1.9.11.1. This ticket is available for the customer groups adults and children.

## B.1.10. Einfach-Raus-Ticket

- B.1.10.1. When is this ticket offer available?
- B.1.10.1.1. This ticket offer is available until revoked.

## B.1.10.2. How long in advance can you buy this ticket?

B.1.10.2.1. This offer is available up to 6 months in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.

## B.1.10.3. When and for how long is this ticket valid?

- B.1.10.3.1. This ticket is only valid on the day of validity indicated on the ticket.
- B.1.10.3.2. With this ticket, you can travel on working days from Monday to Friday from 09:00 a.m. until 03:00 a.m. of the following day. On weekends and public holidays, this ticket is valid all day until 3:00 a.m. of the following day.
- B.1.10.3.3. If you start your journey on working days from Monday to Friday before 9:00 a.m., you will need another ticket to the first stop where your train stops after 9:00 a.m. For this, please observe the provisions in Section A.3.1.2. [→ 15].
- B.1.10.3.4. If you end your journey after 03:00 a.m., you will need another ticket from the last stop where your train stops before 03:00 a.m. For this, please observe the provisions in Section A.3.1.2. [ $\rightarrow$  15].
- B.1.10.3.5. Within the period of validity, you can use this ticket as often as you like.

## B.1.10.4. For which areas can you buy this ticket?

- B.1.10.4.1. You can buy this ticket for all ÖBB routes.
- B.1.10.4.2. You can also buy this ticket for the routes operated by the following railway companies:
  - Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)

## B.1.10.5. Where is this ticket valid?

- B.1.10.5.1. This ticket is valid as a network card for all routes operated by  $\ddot{O}BB$  and the railway companies listed under B.1.10.4.2. [ $\rightarrow$  54].
- B.1.10.5.2. This ticket is not valid for trips in Vorarlberg.

## B.1.10.6. On which trains and buses is this ticket valid?

- B.1.10.6.1. With this ticket, you can travel on all local ÖBB trains
- B.1.10.6.2. With this ticket, you can travel on the regional trains of the railway operators listed in Section B.1.10.4.2.  $[\rightarrow 54]$ .

## B.1.10.7. For which comfort categories can you buy this ticket?

B.1.10.7.1. You can buy this ticket for 2nd class.

## B.1.10.8. For how many passengers can you buy this ticket?

- B.1.10.8.1. 2 to 5 passengers can travel together using this offer. Please note: When purchasing the ticket, the number of passengers must be specified.
- B.1.10.8.2. This ticket is only valid if you as a passenger are part of the group and write your name on the ticket.



## B.1.10.9. What reimbursement options do you have for this ticket?

- B.1.10.9.1. You can have the ticket refunded prior to the first day of validity without any fees being charged.
- B.1.10.9.2. From the first day of validity onwards, the ticket cannot be refunded.

## B.1.10.10. Where can you buy this ticket?

You can buy this ticket at the following points of sale:

- ÖBB ticket counter
- ÖBB ticket vending machine
- Customer service 05-1717
- shop.oebbtickets.at
- ÖBB Ticket App
- on our trains and buses
- in travel agencies and other agencies selling ÖBB tickets

## B.1.10.11. For which customer groups is this offer available?

- B.1.10.11.1. This ticket is available for the customer groups adults and adults combined with bicycles. For this offer, children are considered adults.
- B.1.11. Combined ticket

B.1.10.10.1.

- B.1.11.1. When is this ticket offer available?
- B.1.11.1.1. This ticket offer is available until revoked.

## B.1.11.2. How long in advance can you buy this ticket?

B.1.11.2.1. This offer is available up to 6 months in advance. As long as the tickets for the new timetable year have not yet been published, you can buy your ticket up until the end of the current timetable.

## B.1.11.3. When and for how long is this ticket valid?

- B.1.11.3.1. The period of validity is indicated on the ticket.
- B.1.11.3.2. The rail tickets included in combined tickets are valid for both the outward and return journey for 2 calendar days each. The rail ticket included in combined tickets for winter sports with a 1-day ski pass is valid for 2 calendar days for the outwards and return journey. The rail ticket included in combined tickets for winter sports with a 6-day ski pass is valid for 8 calendar days for the outwards and return journey. The outward or return journey must be completed within 36 hours of the start of the journey.
- B.1.11.3.3. You can interrupt your journey in between.

## B.1.11.4. For which areas can you buy this ticket?

- B.1.11.4.1. You can only buy this ticket in conjunction with an additional service.
- B.1.11.4.2. You can buy this ticket for all ÖBB routes.

#### B.1.11.5. Where is this ticket valid?

B.1.11.5.1. The route is indicated on the ticket.



- B.1.11.5.2. This ticket is not valid for trips within Vorarlberg, with the exception of combined tickets for winter sports.
- B.1.11.5.3. You cannot take any other route.
- B.1.11.6. On which trains and buses is this ticket valid?
- B.1.11.6.1. With this ticket, you can travel on all long-distance and local trains as well as on ÖBB buses within Austria.
- B.1.11.6.2. The ticket cannot be used for night trains.

## B.1.11.7. For which comfort categories can you buy this ticket?

- B.1.11.7.1. You can buy this ticket for 1st class and 2nd class.
- B.1.11.7.2. If you decide to change from 2nd to 1st class, you need to pay the difference between the two classes for the requested route.
- B.1.11.7.3. If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.7. [ $\rightarrow$  50] apply.

## B.1.11.8. For how many passengers can you buy this ticket?

B.1.11.8.1. Up to 99 persons can travel together using this offer.

## B.1.11.9. What reimbursement options do you have for this ticket?

- B.1.11.9.1. We will refund you combined tickets that have not yet been used.
- B.1.11.9.2. You can have a ticket refunded prior to the first day of validity without any fees being charged.
- B.1.11.9.3. From the first day of validity onwards, the ticket can no longer be refunded.
- B.1.11.9.4. Please make sure to submit all other receipts of the combined ticket together with your ticket for reimbursement. Otherwise a refund will unfortunately not be possible.
- B.1.11.9.5. Refunds are paid by ÖBB-Personenverkehr AG, Fahrgastrechte, P.O. Box 75, 1020 Vienna. For this, please send the completed ÖBB refund form, the tickets and all receipts to the above address.

#### B.1.11.10. Where can you buy this ticket?

- B.1.11.10.1. You can buy this ticket at the following points of sale:
  - ÖBB ticket counter
  - Customer service 05-1717
  - shop.oebbtickets.at
  - railtours.oebb.at
  - in travel agencies and other agencies selling ÖBB tickets

## B.1.11.11. For which customer groups is this offer available?

B.1.11.11.1. This ticket is available for the customer groups adults, children and passengers with a disability pass.

## B.1.12. Schulcard ticket

- B.1.12.1. When is this ticket offer available?
- B.1.12.1.1. This ticket offer is available until revoked.

## B.1.12.2. How long in advance can you buy this ticket?

B.1.12.2.1. This offer is available up to 92 days in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.

## B.1.12.3. When and for how long is this ticket valid?

- B.1.12.3.1. The single ticket is valid for 2 days. The period of validity is indicated on the ticket. Outward and return tickets are treated as two individual tickets.
- B.1.12.3.2. You can interrupt your journey in between. In cities that are urban transport stations, you cannot interrupt your journey, as specified in Section B.4.  $[\rightarrow 69]$ .

## B.1.12.4. For which areas can you buy this ticket?

- B.1.12.4.1. You can buy this ticket for all ÖBB routes.
- B.1.12.4.2. You can also buy this ticket for the routes operated by the following railway companies:
  - Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)

## B.1.12.5. Where is this ticket valid?

- B.1.12.5.1. The route is indicated on the ticket.
- B.1.12.5.2. This ticket is not valid for trips in Vorarlberg.
- B.1.12.5.3. You can also take a different route if it is less expensive. However, you will not be refunded for the difference to the more expensive route.

## B.1.12.6. On which trains and buses is this ticket valid?

- B.1.12.6.1. With this ticket, you can travel on all local and long-distance  $\ddot{O}BB$  trains. For trips on long-distance trains, you will need a reservation, as specified in Section B.2.1. [ $\rightarrow$  66].
- B.1.12.6.2. With this ticket, you can travel on the regional trains of the railway operators listed in Section B.1.12.4.2. [ $\rightarrow$  57].

## B.1.12.7. For which comfort categories can you buy this ticket?

- B.1.12.7.1. You can buy this ticket for 2nd class.
- B.1.12.7.2. It is not possible to switch from 2nd to 1st class.

## B.1.12.8. For how many passengers can you buy this ticket?

- B.1.12.8.1. Between 6 and 50 persons can travel together using this ticket offer.
- B.1.12.8.2. As group sizes usually fluctuate during the planning period, you will not receive the ticket for the exact group size, but rather as per the following staggered categories:
  - Groups of 6 to 10 passengers receive a ticket for 8 passengers.
  - Groups of 11 to 14 passengers receive a ticket for 12 passengers.
  - Groups of 15 to 20 passengers receive a ticket for 16 passengers.
  - Groups of 21 to 25 passengers receive a ticket for 22 passengers.



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- · Groups of 26 to 30 passengers receive a ticket for 26 passengers.
- Groups of 31 to 40 passengers receive a ticket for 32 passengers.
- Groups of 41 to 50 passengers receive a ticket for 42 passengers.

## B.1.12.9. What reimbursement options do you have for this ticket?

- B.1.12.9.1. You can have the ticket refunded prior to the first day of validity without any fees being charged.
- B.1.12.9.2. The ticket can be refunded within the first 3 days of validity against a fee of 50 % of the fare, subject to a minimum fee of € 15.00 per passenger. Outward and return tickets are treated as two individual tickets.
- B.1.12.9.3. A partial refund in cases where the number of passengers decreases is not possible.

## B.1.12.10. Where can you buy this ticket?

- B.1.12.10.1. You can buy this ticket at the following point of sale:
  - <u>shop.oebbtickets.at</u>
- B.1.12.10.2. You will receive this ticket as a PDF file for you to print out.

## B.1.12.11. For which customer groups is this offer available?

B.1.12.11.1. This ticket is available for the customer group Schulcard.

## B.1.13. City tourism

- B.1.13.1. When is this ticket offer available?
- B.1.13.1.1. This ticket offer is available until revoked.

## B.1.13.2. How long in advance can you buy this ticket?

B.1.13.2.1. This offer is available up to 3 months in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.

## B.1.13.3. When and for how long is this ticket valid?

- B.1.13.3.1. The return ticket is valid for 1 month from the first day of validity. The period of validity is indicated on the ticket.
- B.1.13.3.2. You can interrupt your journey in between. In cities that are urban transport stations, you cannot interrupt your journey, as specified in Section B.4.  $[\rightarrow 69]$ .

## B.1.13.4. For which areas can you buy this ticket?

- B.1.13.4.1. You can buy this ticket for trips of more than 150 kilometres within Austria if you book at least one overnight stay at a hotel at the same time.
- B.1.13.4.2. You can buy this ticket for all ÖBB routes.

## B.1.13.5. Where is this ticket valid?

- B.1.13.5.1. The route is indicated on the ticket.
- B.1.13.5.2. This ticket is not valid for trips in Vorarlberg.
- B.1.13.5.3. You cannot take any other route.

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## B.1.13.6. On which trains and buses is this ticket valid?

B.1.13.6.1. With this ticket, you can travel on all long-distance and local trains as well as on ÖBB buses within Austria.

## B.1.13.7. For which comfort categories can you buy this ticket?

- B.1.13.7.1. You can buy this ticket for 1st class and 2nd class.
- B.1.13.7.2. If you decide to change from 2nd to 1st class, you need to pay the difference be-tween the two classes for the requested route.
- B.1.13.7.3. If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.7. [ $\rightarrow$  50] apply.

## B.1.13.8. For how many passengers can you buy this ticket?

B.1.13.8.1. You can buy this ticket for 1 person.

## B.1.13.9. What reimbursement options do you have for this ticket?

- B.1.13.9.1. You cannot have the ticket refunded prior to the first day of validity.
- B.1.13.9.2. From the first day of validity onwards, you cannot have this ticket refunded.

## B.1.13.10. Where can you buy this ticket?

- B.1.13.10.1. You can buy this ticket at the following point of sale:
  - at travel agencies with a valid RIT authorisation

## B.1.13.11. For which customer groups is this offer available?

- B.1.13.11.1. This ticket is available for the customer groups adults and children.
- B.1.14. ÖBB luggage service

## B.1.14.1. When is this service offer available?

- B.1.14.1.1. This service offer is available until revoked. You can receive it for trips within Austria in combination with a ticket.
  - We offer this service for the following luggage items:
  - Suitcase

B.1.14.1.2.

- B.1.14.1.3. We will also gladly transport your special luggage:
  - Packed bicycles
  - Packed electric bicycles
  - · Packed skis and snowboards
  - Packed golf equipment
  - Backpacks
  - Travel bags
  - Ski boot bags
- B.1.14.1.4. For e-bikes, the battery must be removed if possible.

## B.1.14.1.5. We also transport the following foldable special luggage:

Wheelchairs

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- Strollers
- Buggies
- B.1.14.1.6. Please note: Each piece of luggage or special luggage may weigh a maximum of 30 kg. The sum of 1 x length, 2 x height and 2 x width for normal and special luggage may not exceed 300 cm. For bicycles, the combined length, height and width may not exceed 500 cm.
- B.1.14.1.7. On and in the special luggage, we can only transport objects that are firmly attached to it, e.g. lighting systems on bicycles.

## B.1.14.2. How long in advance can you buy this service offer?

- B.1.14.2.1. This service offer can be purchased up to 30 days in advance. As long as the timetable for the new timetable year has not yet been published, you can buy this service offer up until the end of the current timetable.
- B.1.14.2.2. You can buy this service offer at the ÖBB ticket counter and from the customer service 05-1717 up to 3 working days prior to the desired pick-up date.

## B.1.14.3. When and for how long is this service offer valid?

- B.1.14.3.1. We will be happy to pick up your luggage on the following working days:
  - Monday to Friday from 8.00 a.m. to 5.00 p.m. with bookable time windows from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m.
  - Additionally from Monday to Friday from 5:00 p.m. to 8:00 p.m. only to the following postal code areas:
    - Vienna and surroundings: 1xxx; 2320-2353
    - Graz and surroundings: 8010-8055
    - Linz and surroundings: 4010-4020
    - Salzburg and surroundings: 5010-5026
    - Innsbruck and surroundings: 6010-6063
    - Klagenfurt and surroundings: 9020-9061
  - · Additionally on Saturdays from 8:00 a.m. to 3:00 p.m. only in/to the postal code areas
    - Vienna and surroundings: 1xxx; 2320-2353
    - Graz and surroundings: 8010-8055
    - Linz and surroundings: 4010-4020
    - Salzburg and surroundings: 5010-5026
    - Innsbruck and surroundings: 6010-6063
  - Klagenfurt and surroundings: 9020-9061
- B.1.14.3.2. We will be happy to deliver your luggage on the following working days:
  - Monday to Friday from 8.00 a.m. to 5.00 p.m. with bookable time windows from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m.
  - Additionally from Monday to Friday from 5:00 p.m. to 8:00 p.m. only in/to the following postal code areas
    - Vienna and surroundings: 1xxx; 2320-2353
    - Graz and surroundings: 8010-8055

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- Linz and surroundings: 4010-4020
- Salzburg and surroundings: 5010-5026
- Innsbruck and surroundings: 6010-6063
- Klagenfurt and surroundings: 9020-9061
- Additionally on Saturdays from 8:00 a.m. to 3:00 p.m. only in/to the following postal code areas
  - Vienna and surroundings: 1xxx; 2320-2353
  - Graz and surroundings: 8010-8055
  - Linz and surroundings: 4010-4020
  - Salzburg and surroundings: 5010-5026
  - Innsbruck and surroundings: 6010-6063
  - Klagenfurt and surroundings: 9020-9061
- B.1.14.3.3 The delivery of your luggage is expected to take:
  - 1 working day after the pick-up day in the case of standard pick-up
- B.1.14.3.4. If we do not deliver your luggage within the agreed period, please contact ÖBB Customer Service by telephone at 05-1717.
- B.1.14.3.5. If the booked pick-up or delivery times are not met or if the specified delivery time is exceeded, we will refund the entire charges for the door-to-door luggage service in one direction. A consignment is considered to have been delivered/collected on time if it is completed no later than 15 minutes after the end of the time window or after 5.00 p.m. For a refund, please contact the ÖBB customer service by telephone at 05-1717 or online at www.oebb.at/kontakt..

## B.1.14.4. For which areas can you buy this service offer?

B.1.14.4.1. We offer this service for the connections of the train ticket for your trip. A prerequisite is that your collection and delivery address need to be at least within the catchment area of your departure and arrival station.

#### B.1.14.5. Where is this service offer valid?

- B.1.14.5.1. This service offer is valid for the whole of Austria.
- B.1.14.5.2. Please note: for postal purposes, the municipalities of Hirschegg, Mittelberg and Jungholz with postal codes 6991 to 6993 are considered to be in Germany.

For shipments to these destinations, you will need to book the international luggage service.

#### B.1.14.6. On which trains and buses is this service offer valid?

B.1.14.6.1. --- to remain empty ---

## B.1.14.7. For which comfort categories can you buy this ticket?

B.1.14.7.1. --- to remain empty ---



B.1.14.8. For how many pieces of luggage or special luggage can you buy this offer? B.1.14.8.1. You can buy 1 voucher for luggage service per passenger. With this voucher, you can send an unlimited number of pieces of luggage and special luggage. B.1.14.9. What reimbursement options do you have for this offer? B.1.14.9.1. You can have this service offer refunded or changed up until 3 working days prior to the pick-up date. B.1.14.9.2. After this, the service offer can no longer be refunded or changed. B.1.14.10. Where can you buy this service offer? B.1.14.10.1. You can buy this service offer at the following points of sale: ÖBB ticket counter Customer service 05-1717 from agencies selling ÖBB tickets B.1.14.11. For which customer groups is this offer available? B.1.14.11.1. This service offer is available for the customer group adults. For this offer, children are considered adults.

## B.1.14.12. What insurance coverage does this service offer include?

- B.1.14.12.1. When you purchase this service, you will automatically receive insurance for your luggage and special luggage.
- B.1.14.12.2. The insurance covers the following services up to € 800.00 per piece of luggage and special luggage:
  - Reimbursement of costs for the replacement of a lost piece of luggage or special luggage
  - Repair of a damaged piece of luggage or special luggage
  - · Damage to unpacked bicycles will not be compensated
- B.1.14.12.3. Your insurer and contact person for this: GO! Express & Logistics GmbH, Pfarrgasse 81, 1230 Vienna.
- B.1.14.12.4. Any further liability is governed by Regulation (EU) No. 2021/782, including its Appendix I, CIV.
- B.1.15. Upgrade to 1st class for Klimaticket Ö
- B.1.15.1. When is this ticket offer available?
- B.1.15.1.1. This ticket offer is available until revoked.
- B.1.15.1.2. The ticket offer is only valid in combination with a valid Klimaticket Ö.

## B.1.15.2. How long in advance can you buy this ticket?

- B.1.15.2.1. You can purchase your ÖBB 1st class upgrade up to one month prior to the start of validity.
- B.1.15.2.2. The start of validity of your ÖBB 1st class upgrade cannot be before the start of validity of your Klimaticket Ö.



- B.1.15.3. When and for how long is this ticket valid?
- B.1.15.3.1. This ticket is valid for a maximum of 12 months from the first day of validity onwards.
- B.1.15.3.2. In any case, the validity of this ticket ends at the end of the validity of your Klimaticket Ö, should that ticket expire at an earlier date.
- B.1.15.4. For which areas can you buy this ticket?
- B.1.15.4.1. This ticket is only available for  $\ddot{O}BB$  routes in Austria according to Section A.2. [ $\rightarrow$  15].
- B.1.15.5. Where is this ticket valid?
- B.1.15.5.1. This ticket is valid on the routes of your Klimaticket Ö operated by ÖBB.
- B.1.15.6. On which trains and buses is this ticket valid?
- B.1.15.6.1. With this ticket, you can travel in 1st class on long-distance trains and buses.
- B.1.15.7. For which comfort categories can you buy this ticket?
- B.1.15.7.1. You can buy this ticket for 1st class.
- B.1.15.8. For how many passengers can you buy this ticket?
- B.1.15.8.1. You can buy this ticket for 1 person. The name on the upgrade must match the name on your Klimaticket Ö.

## B.1.15.9. What reimbursement options are available for this ticket?

B.1.15.9.1. You can have your ticket refunded prior to the first day of validity without any fees being charged. From the last 5 months of validity of your Klimaticket Ö, the ticket is refundable against a fee of one monthly instalment. The 1st class upgrade for the Klimaticket Ö Bundesheer and the Klimaticket Ö Zivildienst is not refundable.

## B.1.15.10. Where can you buy this ticket?

- B.1.15.10.1. You can buy this ticket at the following points of sale:
  - ÖBB ticket counter
  - shop.oebbtickets.at
  - ÖBB Ticket App

## B.1.15.11. For which customer groups is this offer available?

- B.1.15.11.1. This ticket is available for the customer groups Klimaticket Ö Classic, Klimaticket Ö Jugend, Klimaticket Ö Senior, Klimaticket Ö Spezial, Klimaticket Ö Bundesheer and Klimaticket Ö Zivildienst. The family surcharge is applicable to customer groups as per Section C.20. [ $\rightarrow$  81].
- B.1.16. ÖBB Sommerticket
- B.1.16.1. When is this ticket offer available?
- B.1.16.1.1. This ticket offer is valid from 1 July to 10 September 2023.

## B.1.16.2. How long in advance can you buy this ticket?

B.1.16.2.1. You can buy this ticket from 15 June to 10 September 2023.



## B.1.16.3. When and for how long is this ticket valid?

- B.1.16.3.1. The ticket is valid for 30 days. From 10 August 2023 onwards, the period of validity is reduced. The period of validity is indicated on the ticket.
- B.1.16.3.2. With this ticket, you can travel on working days from Monday to Friday from 8:00 a.m. until 3:00 a.m. of the following day. On weekends and public holidays, this ticket is valid all day until 3:00 a.m. of the following day.
- B.1.16.3.3. If you start your journey on working days from Monday to Friday before 8:00 a.m., you will need another ticket to the first stop where your train stops after 8:00 a.m. For this, please observe the provisions in Section A.3.1.2.  $[\rightarrow 15]$ .
- B.1.16.3.4. If you end your journey after 03:00 a.m., you will need another ticket from the last stop where your train stops before 03:00 a.m. For this, please observe the provisions in Section A.3.1.2. [→ 15].
- B.1.16.3.5. Within the period of validity, you can use this ticket as often as you like.

## B.1.16.4. For which areas can you buy this ticket?

- B.1.16.4.1. You can buy this ticket for all ÖBB routes within Austria.
- B.1.16.4.2. You can also buy this ticket for the routes operated by the following railway companies:
  - Raab-Oedenburg-Ebenfurter Eisenbahn (Austrian routes)

## B.1.16.5. Where is this ticket valid?

B.1.16.5.1. This ticket is valid as a network card for all routes in Austria operated by  $\ddot{O}BB$  and the railway companies listed in Section B.1.16.4.2. [ $\rightarrow$  64].

#### B.1.16.6. On which trains and buses is this ticket valid?

- B.1.16.6.1. With this ticket, you can travel on all local and long-distance trains and buses operated by ÖBB in Austria. Please note: for travel on our buses, a seat reservation is required. Reservations are mandatory on our long-distance trains on Fridays, Saturdays, Sundays and public holidays.
- B.1.16.6.2. With this ticket, you can travel on the regional trains of the railway operators listed in Section B.1.16.4.2.  $[\rightarrow 64]$ .
- B.1.16.7. For which comfort categories can you buy this ticket?
- B.1.16.7.1. You can buy this ticket for 2nd class.
- B.1.16.7.2. It is not possible to switch from 2nd to 1st class.
- B.1.16.8. For how many passengers can you buy this ticket?
- B.1.16.8.1. You can buy this ticket for 1 person.

#### B.1.16.9. What reimbursement options do you have for this ticket?

- B.1.16.9.1. You can have a ticket refunded prior to the first day of validity without any fees being charged.
- B.1.16.9.2. From the first day of validity onwards, the ticket cannot be refunded.

#### B.1.16.10. Where can you buy this ticket?

B.1.16.10.1. You can buy this ticket at the following points of sale, if you are logged in to your ÖBB account:



- ÖBB ticket counter
- <u>shop.oebbtickets.at</u>
- ÖBB app
- B.1.16.10.2. With this ticket you will receive a 50% discount on seat reservations for yourself in 1st and 2nd class on long-distance trains if you are logged in to your ÖBB account while purchasing.

## B.1.16.11. For which customer groups is this ticket offer available?

- B.1.16.11.1. This ticket is available for the customer group Vorteilscard Jugend if the ticket user is under 26 on the first day of validity of the ÖBB Sommerticket, i.e. 1 day before their 26th birthday. This ticket is also available for passengers with a disability pass under the age of 26, i.e. until 1 day before their 26th birthday.
- B.1.17. ÖBB Transfer

## B.1.17.1. When is this ticket offer available?

- B.1.17.1.1. This ticket offer is valid from 01 October 2022 to 09 September 2027.
- B.1.17.1.2. With this ticket, you can travel on the respective day of validity at the booked time.

## B.1.17.2. How long in advance can you buy this ticket offer?

B.1.17.2.1. This offer is available up to 6 months in advance and until 2 days prior to departure. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.

## B.1.17.3. When and for how long is this ticket valid?

- B.1.17.3.1. Your ticket is only valid on the day of validity in connection with the train connection and the ÖBB Transfer service you have booked.
- B.1.17.3.2. This ticket is not valid in any other area served by ÖBB Transfer.

## B.1.17.4. For which areas can you buy this ticket?

B.1.17.4.1. The ticket is available for the ÖBB Transfer service in selected regions between the station and the selected destination.

#### B.1.17.5. Where is this ticket valid?

- B.1.17.5.1. The ticket is only valid along the route to your booked final destination.
- B.1.17.5.2. You cannot take any other route.
- B.1.17.6. On which trains and buses is this ticket valid?
- B.1.17.6.1. This ticket is only valid for the ÖBB Transfer service.
- B.1.17.7. For which comfort categories can you buy this ticket?
- B.1.17.7.1. The ÖBB Transfer service has only one comfort class.

## B.1.17.8. For how many passengers can you buy this ticket?

B.1.17.8.1. Up to 7 passengers can travel together using this ticket offer.



## B.1.17.9. What reimbursement options do you have for this offer?

- B.1.17.9.1. You can have a ticket refunded prior to the first day of validity without any fees being charged.
- B.1.17.9.2. From the first day of validity onwards, the ticket can no longer be refunded.

## B.1.17.10. Where can you buy this ticket?

You can buy these tickets at the following points of sale:

- at ÖBB ticket counters
- shop.oebbtickets.at
- ÖBB Ticket App
- in travel agencies and other agencies selling ÖBB tickets

## B.1.17.11. For which customer groups is this offer available?

B.1.17.11.1. This ticket is available for the customer groups adults, children and groups of 3 persons or more. For this offer, children travelling alone are considered adults. This ticket is not available for bicycles and dogs.

## B.2. Reservations

B.1.17.10.1.

B.2.1. Seat reservations

## B.2.1.1. When is this reservation offer available?

- B.2.1.1.1. This reservation offer is always available.
- B.2.1.1.2. A reservation is valid for one direction of travel, even if you change trains several times. A prerequisite is that you continue your journey with the next connecting train on the same day and book the reservation at the same point in time.
- B.2.1.1.3. Please note: If you wish to make a reservation for the round trip, you will need to buy a reservation for both directions.

## B.2.1.2. How long in advance can you buy this reservation offer?

- B.2.1.2.1. This offer is available up to 180 days in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your reservation up until the end of the current timetable.
- B.2.1.2.2. This reservation offer is only available as long as seats are available.

## B.2.1.3. When and for how long is this reservation valid?

- B.2.1.3.1. Your reservation is valid only on the day of validity on the trains you have booked and for the seats indicated on your reservation.
- B.2.1.3.2. This reservation is not valid on any other train.
- B.2.1.3.3. You cannot interrupt your journey in between.
- B.2.1.3.4. The reservation is only valid together with a valid ticket. For 1st class and business class reservations, you need a 1st class ticket.
- B.2.1.3.5. Please occupy your reserved seat within 15 minutes after the train has departed from your boarding station. After this, the reservation expires, and with it your claim to the reserved seat.



## B.2.1.4. For which areas can you buy this reservation?

B.2.1.4.1. A reservation is available for all routes on which ÖBB operates long-distance trains and buses.

## B.2.1.5. Where is this reservation valid?

- B.2.1.5.1. The reservation is only valid along the route of your booked trains and connections.
- B.2.1.5.2. You cannot take any other route.
- B.2.1.5.3. With a reservation for business class and a valid ticket for 1st class, you can also travel in business class on other trains. However, you will not have a reserved seat there.

## B.2.1.6. On which trains and buses is this reservation valid?

- B.2.1.6.1. This reservation is valid for long-distance trains and our buses.
- B.2.1.6.2. Trains and buses for which you can reserve a seat can be found in our timetables.

## B.2.1.7. For which comfort categories can you buy this reservation?

B.2.1.7.1. You can buy this reservation for 2nd class, 1st class and business class.

## B.2.1.8. For how many passengers can you buy this reservation?

- B.2.1.8.1. With this reservation offer, 1 to a maximum of 36 people can travel together in 1st and 2nd class.
- B.2.1.8.2. You can buy business class reservations for 1 person.
- B.2.1.8.3. For groups of more than 36 passengers, please contact our group reservations department at the ÖBB customer service 05-1717.

## B.2.1.9. What reimbursement options do you have for this offer?

B.2.1.9.1. Reservations cannot be refunded.

## B.2.1.10. Where can you buy this reservation?

- B.2.1.10.1. You can buy this reservation at the following points of sale:
  - ÖBB ticket counter
  - Customer service 05-1717
  - <u>shop.oebbtickets.at</u>
  - ÖBB Ticket App
  - in travel agencies and other agencies selling ÖBB tickets

## B.2.1.11. For which customer groups is this offer available?

- B.2.1.11.1. This reservation is available for the customer groups adults, ÖBB standard ticket 1st class, child, infant, group, Jubel-Vorteilspackerl, Jubelpackerl for the Klimaticket Ö, ÖBB reservation discount, Österreichcard and bicycle.
- B.2.2. ÖBB Business seat subscription

## B.2.2.1. Purchase of the ÖBB Business seat subscription

B.2.2.1.1. You buy 20, 50 or 100 reservations.



# B.2.2.2. You can obtain this ÖBB Business seat subscription at the following points of sale:

- ÖBB ticket counter
- <u>shop.oebbtickets.at</u>
- ÖBB Ticket App

## B.2.2.3. Use of the ÖBB Business seat subscription

- B.2.2.3.1. Your ÖBB Business seat subscription can only be used in connection with journeys using your Klimaticket Ö, Klimaticket Ö Bundesheer or Klimaticket Ö Zivildienst, in combination with a 1st class upgrade for the Klimaticket Ö.
- B.2.2.3.2. You use the reservations as outlined in Section B.2.1.  $[\rightarrow 66]$ .
- B.2.2.3.3. Your ÖBB Business seat subscription is stored in your ÖBB account and includes a sixteen-digit code, which you enter in the shopping basket when purchasing your reservation in the ÖBB Ticketshop.

## B.2.2.4. Period of validity

B.2.2.4.1. Your ÖBB Business seat subscription is valid for 13 months from the date of purchase. Please note that you can only use your ÖBB Business seat subscription in conjunction with your valid Klimaticket Ö.

## B.2.2.5. Reimbursement

- B.2.2.5.1. You cannot have your ÖBB Business seat subscription refunded.
- B.2.2.5.2. Reservations cannot be redeemed for cash.

## B.3. Use of transport association tickets

## B.3.1. General information

- B.3.1.1.1. Information on how to use our trains and buses with tickets issued by transport associations can be found in the tariffs provisions of the individual transport associations. Information on the transport associations in Austria can be found in Section E.5.  $\rightarrow$  126].
- B.3.1.1.2. When travelling with standard single tickets and commutation tickets for passengers within a public transport association network as per Section E.5. [ $\rightarrow$  126], the respective association's rate always applies. This means that in this case the fare will be charged exclusively according to the rules of the respective transport association. If the ÖBB Vorteilscard or a similar proof of entitlement to a discounted fare is recognised by the respective transport association, only the corresponding discount offered by the transport association will be granted. These discounts deviate from ÖBB's discounts and may be lower or higher. If the ÖBB Vorteilscard is not recognised by the respective transport association, you will always receive an ÖBB standard single ticket with the respective ÖBB discount as per Sections C.5. [ $\rightarrow$  73], C.7. [ $\rightarrow$  78], C.10. [ $\rightarrow$  79], and C.16. [ $\rightarrow$  80].

## B.3.2. Combination of transport association and ÖBB tickets

B.3.2.1.1. You can combine tickets issued by transport associations and  $\ddot{O}BB$  only at stops of the train with which you are travelling or with an urban transport station as per Section B.4.  $[\rightarrow 69]$ .

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## B.3.3. Combination of tickets from two different transport associations

## B.3.3.1. General rules

- B.3.3.1.1. Important: You cannot combine 2 tickets issued by different transport associations. For trips between 2 transport associations, you can only use our tickets listed in Section B.1.  $[\rightarrow 42]$ .
- B.3.3.1.2. For trips crossing from one transport association network to another, students and apprentices can combine the free student and apprentice tickets issued by the two transport associations. This also applies to their surcharge cards for the entire net-work.

## B.3.3.2. Possible exceptions

- B.3.3.2.1. A general agreement with the Tyrol Transport Association allows for the combination of tickets issued by the Tyrol Transport Association with those of neighbouring transport associations.
- B.3.3.2.2. You can combine the tickets issued by the Tyrol Transport Association and a neighbouring transport association only at the stop of the train with which you are travelling.
- B.3.3.2.3. You can combine a card for the entire Tyrol network or a card for the entire network of a certain Tyrol region with a card for the entire network of a neighbouring transport association, regardless of the train stop.

## B.3.4. Use of 1st class with transport association tickets

- B.3.4.1.1. Within transport associations, you can only travel in 1st class with a commutation ticket as per Section B.1.1.  $[\rightarrow 42]$  If you have a weekly, monthly or annual ticket for a transport association, you will have to pay the difference between the 2nd and 1st class price of a standard ticket for individual trips.
- B.3.4.1.2. With other transport association tickets, you cannot travel in 1st class.

## B.4. Urban transport stations

## B.4.1. Use of tickets in urban transport stations

- B.4.1.1.1. You buy tickets from and to cities that are urban transport stations for the entire city, not just to a certain train station. You can freely choose your departure or destination station without incurring a change in the price of the ticket. The ticket only shows the name of the urban transport station and not a specific train station.
- B.4.1.1.2. The provisions for urban transport stations only apply to the starting and destination points of a journey.
- B.4.1.1.3. Please note: you cannot interrupt your journey within the urban transport station. Switching to the next train or the one after that is possible.
- B.4.1.1.4. For trips within urban transport stations, you buy tickets from and to certain stations. Their names are indicated on the ticket.

## B.4.2. Tickets for urban transport stations

B.4.2.1.1.

- 1. For the following ticket offers, you buy the ticket from and to urban transport stations:
  - Standard ticket
  - Combined ticket
  - Schulcard ticket
  - City tourism



B.4.2.1.2. You buy all other tickets and reservations as per Sections B.1.  $[\rightarrow 42]$  and B.2.  $[\rightarrow 66]$  from and to specific stations as usual.

## B.4.3. List of urban transport stations

B.4.3.1.1.

- The following cities are urban transport stations:
  - Vienna
  - St. Pölten
  - Linz
  - Salzburg
  - Innsbruck
  - Graz
  - Klagenfurt
- B.4.3.1.2. In Appendix E.4. [ $\rightarrow$  122], you will find all train stations included in the respective urban transport stations.

## B.5. ÖBB travel vouchers

B.5.1. ÖBB travel vouchers (previous)

## B.5.1.1. Voucher value

B.5.1.1.1. You can buy travel vouchers for any value up to a limit of € 100.00 per voucher.

## B.5.1.2. Period of validity

B.5.1.2.1. Your travel vouchers have a period of validity of one year from the date of purchase.

## B.5.1.3. Redemption

- B.5.1.3.1. During the period of validity, you can redeem your travel voucher to purchase our offers at the following points of sale:
  - ÖBB ticket counter
  - Travel agencies and other agencies selling ÖBB tickets

## B.5.1.4. Exchange and reimbursement

- B.5.1.4.1. You can exchange your travel voucher or have it reimbursed up to 3 years after its expiry date. We will exchange an expired travel voucher for a new one with the same value once. Further exchanges are not possible.
- B.5.1.4.2. We will refund travel vouchers against a fee of 10 % of the voucher's value, subject to a minimum fee of € 2.50. If you want to have several vouchers refunded, the maximum fee is € 15.00.

## B.5.2. ÖBB vouchers (new with sixteen-digit voucher code)

## B.5.2.1. Voucher purchase

- B.5.2.1.1. You can buy vouchers for any value between € 4.00 and € 250.00 per voucher.
- B.5.2.1.2. You can buy these vouchers at the following points of sale:
  - ÖBB ticket counter



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• Travel agencies and other agencies selling ÖBB tickets

## B.5.2.2. Use of the voucher

- B.5.2.2.1. Your voucher has a sixteen-digit code which you can enter when making a purchase via the ticket shop.
- B.5.2.2.2. Please note: the refund for a ticket paid fully or partly with a voucher will always be sent to you in voucher form.
- B.5.2.2.3. If you would like to have the part of the amount not paid with vouchers refunded to the means of payment you originally used, please indicate this request in the <u>contact form</u>.

## B.5.2.3. Period of validity

B.5.2.3.1. Your voucher is valid for 10 years from the date of purchase.

## B.5.2.4. Redemption

- B.5.2.4.1. During the period of validity, you can redeem your voucher to purchase our offers at the following points of sale:
  - shop.oebbtickets.at
  - ÖBB Ticket App
  - ÖBB ticket counter
  - Customer service 05-1717
- B.5.2.4.2. Please note: Vouchers can only be used by private customers. If you want to pay your tickets with a Schulcard or a business account, you cannot redeem these vouchers.
- B.5.2.4.3. Using the vouchers for the purchase of a Vorteilscard is only possible at ÖBB ticket counters.

## B.5.2.5. Reimbursement

- B.5.2.5.1. You cannot have vouchers refunded.
- B.5.2.5.2. Vouchers cannot be redeemed for cash.

## B.5.3. ÖBB gift vouchers in stores

#### B.5.3.1. Voucher purchase

- B.5.3.1.1. You purchase the voucher for the amount indicated on it.
- B.5.3.1.2. You can obtain these vouchers from various selected ÖBB retail partners. These are the retail partners: List. The voucher is only valid once it has been sold at the retail partner's cash point. We accept no liability for the loss or theft of or damage to the voucher.

#### B.5.3.2. Use of the voucher

- B.5.3.2.1. Your voucher has a sixteen-digit code which you can enter when making a purchase via the ticket shop. You will find the code under the scratch field on the voucher or on your receipt.
- B.5.3.2.2. Please note: the refund for a ticket paid fully or partly with a voucher will always be sent to you in voucher form.

## B.5.3.3. Period of validity

B.5.3.3.1. Your voucher is valid for 10 years from the date of purchase.

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## B.5.3.4. Redemption

- B.5.3.4.1. During the period of validity, you can redeem your voucher to purchase our offers at the following points of sale:
  - shop.oebbtickets.at
  - ÖBB Ticket App
  - ÖBB ticket counter
- B.5.3.4.2. Please note: Vouchers can only be used by private customers. If you want to pay your tickets with a Schulcard or a business account, you cannot redeem these vouchers.
- B.5.3.4.3. Using the vouchers for the purchase of a Vorteilscard is only possible at ÖBB ticket counters.

## B.5.3.5. Reimbursement

- B.5.3.5.1. You cannot have vouchers refunded.
- B.5.3.5.2. Vouchers cannot be redeemed for cash.

## B.6. ÖBB Plus

- B.6.1.1.1. With this offer, you can also buy admission to cultural, tourist or sports facilities, in addition to one of the following ticket offers:
  - B.1.1 Standard ticket
  - B.1.6 Sparschiene Österreich
  - B.1.8 Comfort ticket
  - B.1.10 Einfach-Raus-Ticket
  - · Single tickets issued by transport associations
- B.6.1.1.2. For the tickets, the terms of use for the ticket offers listed in Section B.6.1.1.1.  $[\rightarrow 72]$  apply.
- B.6.1.1.3. For the voucher for admission to the cultural, tourist or sports facilities, the following refund terms apply:
  - You can have the voucher refunded prior to the first day of validity without any fees being charged.
  - From the first day of validity onwards, the voucher can no longer be refunded.
- B.6.1.1.4. For a reimbursement, all unused vouchers must be returned. A reimbursement for services used only in parts is not possible.

# C. Customer groups and discounts

# C.1. Infants

- C.1.1.1.1. Infants are passengers up to the age of one day before their 6th birthday.
- C.1.1.1.2. You can take along infants free of charge and without a ticket. You can buy Seat reservations for infants, even if they do not have their own ticket.
- C.1.1.1.3. If you want to have a separate seat for an infant on our night trains, the provisions for children as per Section C.2.  $[\rightarrow 73]$  apply.

# C.2. Children

- C.2.1.1.1. Children are passengers aged 6 to 14 up until one day before their 15th birthday.
- C.2.1.1.2. Children receive a discount of 50% on a standard single ticket for adults.
- C.2.1.1.3. Children pay a reduced price for a Comfort ticket.
- C.2.1.1.4. When accompanied by an adult, up to 4 children per adult receive a discount of 100 % on Sparschiene Österreich . For this, you will need to specify the number of children during your purchase, so that they are all registered on your ticket.
- C.2.1.1.5. When accompanied by an adult, up to 4 children per adult receive a discounted price for Sparschiene Comfort. For this, you will need to specify the number of children during your purchase, so that they are all registered on your ticket.

# C.3. Adults

- C.3.1.1.1. Adults are passengers aged 15 and over.
- C.3.1.1.2. Adults pay the full price.

# C.4. ÖBB standard ticket 1st class

- C.4.1.1.1. When purchasing an ÖBB 1st class standard ticket, you will receive a discount of 100 % on seat reservations for 1st class, as specified in Section B.2.1. [ $\rightarrow$  66]., provided that you purchase your reservation together with the ticket.
- C.4.1.1.2. You will receive your ticket together with your seat reservation when you purchase it through the distribution channels specified in Section B.2.1.10.  $[\rightarrow 67]$ .

# C.5. Vorteilscard

### C.5.1. Vorteilscard Classic

- C.5.1.1.1. All our passengers can buy a Vorteilscard Classic.
- C.5.1.1.2. With a Vorteilscard Classic, you will receive a discount of 50% on a standard single ticket for adults when buying your ticket.
  - at a ÖBB ticket vending machine,
  - via shop.oebbtickets.at,
  - via <u>nightjet.com</u>,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - at the ÖBB customer service 05-1717
  - · from our sales partners, e.g. travel agencies and



- from the staff on our trains and buses.
- C.5.1.1.3. No transport association recognises the Vorteilscard Classic as a discount card. Therefore, you always receive an ÖBB standard single ticket with the above dis-counts.

### C.5.2. Vorteilscard Jugend

- C.5.2.1.1. Up until the day before their 26th birthday, all our passengers can buy a Vorteilscard Jugend.
- C.5.2.1.2. With a Vorteilscard Jugend, you will receive a discount of 50% on a standard single ticket for adults when buying your ticket
  - at a ÖBB ticket vending machine,
  - via shop.oebbtickets.at,
  - via <u>nightjet.com</u>,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - at the ÖBB customer service 05-1717
  - · from our sales partners, e.g. travel agencies and
  - from the staff on our trains and buses.
- C.5.2.1.3. No transport association recognises the Vorteilscard Jugend as a discount card. With the following transport associations, however, it can be used as a proof of age for the youth discount granted by the transport association:
  - Transport association Upper Austria
  - · Transport association Salzburg
  - · Transport association Tyrol
  - · Transport association Styria

If, as a holder of a Vorteilscard Jugend, you are also entitled to youth discounts granted by a transport association, you have a choice regarding train connections: Either you choose the transport association's rate with the according discount, or you choose the standard ÖBB rate with the above discounts. If for your trip you also use other public transport companies in addition to the railway, it is possible to combine the two rates with the corresponding discounts.

#### C.5.3. Vorteilscard Senior

C.5.3.1.1. All our passengers aged 65 and over can buy a Vorteilscard Senior.
C.5.3.1.2. A free Vorteilscard Senior is issued to our passengers with

Supplementary allowance

- Compensatory allowance
- Supplementary pension under the War Victims Welfare Act 1957
- Maintenance pension under the Victims Welfare Act 1947
- Survivors' allowance under the Victims Welfare Act 1947

# C.5.3.1.3. With a Vorteilscard Senior, you will receive a discount of 50% on a standard single ticket for adults when buying your ticket

• at a ÖBB ticket vending machine,



- via shop.oebbtickets.at,
- via <u>nightjet.com</u>,
- via our ÖBB Ticket App,
- at ÖBB ticket counters
- at the ÖBB customer service 05-1717
- · from our sales partners, e.g. travel agencies and
- from the staff on our trains and buses.
- C.5.3.1.4. The following transport associations recognise the Vorteilscard Senior as a discount card:
  - Transport association eastern region
  - Transport association Upper Austria
  - Transport association Salzburg
  - Transport association Tyrol
  - Transport association Styria
  - Transport association Carinthia

Within these transport associations, you therefore always receive a ticket with other discounts than those mentioned above. The transport associations can provide information on the level of discount.

- C.5.3.1.5. The following transport association does not recognise the Vorteilscard Senior as a discount card:
  - Transport association Vorarlberg

Within this transport association, you will therefore always receive an ÖBB standard single ticket with the above discounts.

- C.5.4. to remain empty -
- C.5.5. to remain empty -

#### C.5.6. Vorteilscard 66

- C.5.6.1.1. From 27 June 2017 onwards, all our passengers can buy a Vorteilscard 66 via <u>shop.oebbtickets.at</u>. For this, you must be logged on with your ÖBB account. If you do not have an ÖBB account yet, you can register for one free of charge.
- C.5.6.1.2. With a Vorteilscard 66, you will receive a discount of 50% on a standard single ticket for adults when buying your ticket
  - at a ÖBB ticket vending machine,
  - via shop.oebbtickets.at,
  - via nightjet.com,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - at the ÖBB customer service 05-1717
  - from our sales partners, e.g. travel agencies and
  - from the staff on our trains and buses.



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- C.5.6.1.3. No transport association recognises the Vorteilscard 66 as a discount card. Therefore, you always receive an ÖBB standard single ticket with the above discounts.
- C.5.7. to remain empty -
- C.5.8. to remain empty -
- C.5.9. to remain empty -

#### C.5.10. Vorteilscard Family

- C.5.10.1.1. All our passengers aged 15 and over can buy a Vorteilscard Family.
- C.5.10.1.2. With this ticket, you can travel on all ÖBB trains and buses.
- C.5.10.1.3. When travelling together with at least one infant or child, you as a holder of a Vorteilscard Family will receive a discount of 50% on a standard single ticket for adults when buying your ticket
  - at a ÖBB ticket vending machine,
  - via shop.oebbtickets.at,
  - via <u>nightjet.com</u>,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - at the ÖBB customer service 05-1717
  - · from our sales partners, e.g. travel agencies and
  - from the staff on our trains and buses.
- C.5.10.1.4. 2 holders of a Vorteilscard Family also receive the discount if they travel together with an infant or a child.
- C.5.10.1.5. 4 children per holder of a Vorteilscard Family receive a discount of 100 % on a standard single ticket. The other children receive a discount of 50 % on a standard single ticket. For this, you will need to specify the number of children during your purchase, so that they are all registered on your ticket.
- C.5.10.1.6. 4 children per holder of a Vorteilscard Family also receive a 100 % discount on seat reservations on long-distance trains and our buses.
- C.5.10.1.7. For comfort tickets, 4 children per holder of a Vorteilscard Family only pay the reservation fee for a seat, couchette or berth in a sleeper car on night trains. The remaining children pay the price for the customer group Children. For this, you will need to specify the number of children during your purchase, so that they are all registered on your ticket.
- C.5.10.1.8. The following transport association recognises the Vorteilscard Family as a discount card:
  - Transport association Carinthia

Within this transport association, you therefore always receive a ticket with other discounts than those mentioned above. The transport associations can provide information on the level of discount.

- C.5.10.1.9. The following transport associations do not recognise the Vorteilscard Family as a discount card:
  - Transport association eastern region
  - Transport association Upper Austria

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- · Transport association Salzburg
- Transport association Tyrol
- Transport association Vorarlberg
- Transport association Styria

Within these transport associations, you will therefore always receive an ÖBB standard single ticket with the above discounts.

#### C.5.11. Validity of Vorteilscards

C.5.11.1.1. A Vorteilscard is only valid in combination with a photo identification card including proof of age.

### C.6. Österreichcard

- C.6.1. to remain empty -
- C.6.2. to remain empty -

#### C.6.3. Österreichcard Familie

- C.6.3.1.1. All parents of infants and children who receive a family allowance in Austria or an-other country can buy an Österreichcard Familie.
- C.6.3.1.2. The parents as well as the family's children will each receive an Österreichcard Familie for individual use. After the cards have been issued, the cardholders can no longer be changed.
- C.6.3.1.3. Parents are natural parents, step-parents, foster parents, adoptive parents and couples under the Registered Partnership Act (EPG).
- C.6.3.1.4. We assume that you are the parents of your children if your family names are identical. In the event of double names, at least one part of your and your children's names must match.
- C.6.3.1.5. The parent whose family name is not identical to the children's family name must provide proof of parenthood. Proof of parenthood is provided by the presentation of the marriage certificate by the biological parent or step-parent. The registration form can also serve as adequate proof. The address for the main residence of parents, step-parents and children must be identical. If proof of parenthood or step-parenthood is not provided, the issuance of the card may be refused.
- C.6.3.1.6. With an Österreichcard Familie, you will receive a discount of 100 % on seat reservations for 1st and 2nd class, as specified in Section B.2.1.  $[\rightarrow 66]$ .
- C.6.3.1.7. With an Österreichcard Familie 2nd class, you receive a discount of 50 % on a change of class from 2nd to 1st class with a standard single ticket.

- C.6.4. to remain empty -
- C.6.5. to remain empty -
- C.6.6. to remain empty -
- C.6.7. to remain empty -

### C.7. Passengers with a disability pass

- C.7.1.1.1. This customer group includes all our passengers with disabilities and the following entries in their Austrian certificate of disability or of severe war-related disability:
  - degree of disability of at least 70 % or
  - an additional entry "...can claim discounts on transport rates in accordance with the Federal Disabilities Act (Bundesbehindertengesetz)".
- C.7.1.1.2. You receive a discount of 50% on a standard single ticket for adults.
- C.7.1.1.3. hey receive a discount on a comfort ticket.
- C.7.1.1.4. Passengers with a disability pass will receive a discount of 100 % on seat reservations for 1st and 2nd class, as specified in Section B.2.1. [ $\rightarrow$  66].
- C.7.1.1.5. All transport associations recognise the disability pass as a discount card. Within the transport associations, you therefore always receive a transport association ticket. The discounts granted by transport associations are set individually by the respective transport associations.

### C.8. Passengers with disabilities with companions

- C.8.1.1.1. Passengers with wheelchairs can take an accompanying person along. Blind passengers and persons disabled by war with a degree of disability of at least 70 % can also take an accompanying person along. This also applies to passengers with disabilities whose disability pass states that "the holder of this pass requires an accompanying person" and for foreign passengers who can prove by means of official documents that they require an accompanying person.
- C.8.1.1.2. The accompanying person and the assistance dog receive a discount of 100% on a standard single ticket for adults and, if applicable, on the seat reservations for 1st and 2nd class as per Section B.2.1. [ $\rightarrow$  66]. The passenger to be accompanied needs a paid ticket as per Section B.1. [ $\rightarrow$  42]. In derogation from Section C.1.1.1.2. [ $\rightarrow$  73], infants with persons accompanying them also need a paid ticket as per Section B.1. [ $\rightarrow$  42] for the customer group child as specified in Section C.2. [ $\rightarrow$  73].
- C.8.1.1.3. If a train has wheelchair spaces only in 1st class, a second companion also only pays for a standard single 2nd class ticket for passengers.
- C.8.1.1.4. On night trains, the companion only pays the reservation fee for the chosen travel category.
- C.8.1.1.5. Holders of a disability pass with the entry "assistance dog" accompanied by their assistance dog can book the mobility compartment on night trains.

### C.9. Passengers with disabilities in wheelchairs

C.9.1.1.1. Passengers with disabilities in wheelchairs are all passengers who need wheelchairs as per Section A.3.4.1.6.  $[\rightarrow 22]$ .



- C.9.1.1.2. If a train has wheelchair spaces only in 1st class, you pay the price of a 2nd class standard single ticket for adults. Holders of a disability pass as per Section C.7.  $[\rightarrow 78]$  will receive the respective discount.
- C.9.1.1.3. You will receive a discount of 100 % on seat reservations for 1st and 2nd class, as specified in Section B.2.1. [ $\rightarrow$  66].
- C.9.1.1.4. Passengers with disabilities with wheelchairs can book the mobility compartment on night trains.

### C.10. Businesskonto

- C.10.1.1.1. As a business customer with a planned annual sales volume of at least € 1,000.00, you can register for the ÖBB business account offer free of charge.
- C.10.1.1.2. If you do not reach this minimum sales volume within one year, we reserve the right to suspend the ÖBB business account offer.
- C.10.1.1.3. With a business account, you will receive a discount of 20 % to 25 % on a standard single ticket for adults.
- C.10.1.1.4. No transport association recognises the ÖBB business account as a discount. Therefore, you always receive an ÖBB standard single ticket with the above discount. We are not allowed to sell a standard single ticket for Businesscard customers for trips within Vorarlberg.

### C.11. Schulcard

- C.11.1.1.1. All Austrian schools, kindergartens, children's and youth homes as well as youth organisations are entitled to a Schulcard.
- C.11.1.1.2. You receive the Schulcard discount if more than half of your group consists of children. Passengers up to 18 years of age (up until one day before their 19th birthday) or with a Vorteilscard Jugend are also considered children.
- C.11.1.1.3. With a Schulcard, you will receive a discount of 60 % on a standard single ticket for adults.
- C.11.1.1.4. discount of 100 % on the regular fare is granted for group sizes
  - of six to 20 passengers: to 2 accompanying persons,
  - of 21 to 30 passengers: to 3 accompanying persons,
  - of 31 to 40 passengers: to 4 accompanying persons,
  - of 41 to 50 passengers: to 5 accompanying persons.
- C.11.1.1.5. The accompanying persons must be 15 years or older.
- C.11.1.1.6. With a Schulcard, you will receive a discount of 66 % on seat reservations for 2nd class.

### C.12. Dog

C.12.1.1.1. The customer group "dog" includes all dogs not travelling along in a closed container as per Section A.4.3.1. [ $\rightarrow$  28].

### C.13. Bicycles

C.13.1.1.1. Bicycles include:

- · Bicycles, electric bicycles
- Tandems

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- · Cargo bicycles, tricycles for adults
- · Single-track electric scooters with saddle or seat
- · Bicycle trailers

### C.14. Vehicles

- C.14.1.1.1. Cars are passenger cars according to road traffic regulations with and without trailers.
- C.14.1.1.2. Motorcycles are those defined according to road traffic regulations with and without sidecar, as well as transportable special vehicles.

## C.15. Vehicles on the ÖBB Tauern motorail

- C.15.1.1.1. Cars and motorcycles up to a weight of 3.5 t and a maximum of 9 seats, including the driver.
- C.15.1.1.2. Trailers have a maximum weight of 750 kg and may not exceed a total weight of 3.5 t together with the towing vehicle.
- C.15.1.1.3. Trucks are trucks, buses, tractors, motor carts and three-axle motorhomes with a weight of 3.5 t and more.
- C.15.1.1.4. E-bikes are also considered bicycles.

### C.16. Groups

- C.16.1.1.1. You are considered a group if you are travelling together on the same route with one or more fellow passengers.
- C.16.1.1.2. Groups receive the following discounts on a standard single ticket for adults:
  - 5% for 2 to 9 persons travelling together
  - 30 % for 10 or more persons travelling together
- C.16.1.1.3. Groups of ten persons or more receive a discount of 100 % on Seat reservations. Please make reservations on long-distance trains if a group includes 24 passengers or more. Without a reservation, we will unfortunately not be able to transport your group.
- C.16.1.1.4. Groups are granted a discount in the following transport associations.
  - · Transport association Styria
  - Transport association Vorarlberg

Within these transport associations, you therefore always receive a ticket with other discounts than those mentioned above. The transport association can provide information on the level of discount.

- C.16.1.1.5. Groups are not granted a discount in the following transport associations:
  - Transport association eastern region
  - Transport association Upper Austria
  - Transport association Salzburg
  - Transport association Tyrol
  - Transport association Carinthia

Within these transport associations, you will therefore always receive an ÖBB standard single ticket for adults with the above discounts.



# C.17. Groups of school children

- C.17.1.1.1. Groups of school children are groups consisting of at least 15 passengers in the age of up to 19, until one day before their 19th birthday. For every 15 passengers, one accompanying person can travel along at the same reduced rate. As proof, we need a list of names of the participating passengers confirmed by the school.
- C.17.1.1.2. Groups of school children pay a reduced price.
- C.17.1.1.3. Groups of school children buy a comfort ticket for the comfort categories seating carriage and couchette carriage.

# C.18. ÖAMTC

- C.18.1.1.1. This customer group includes all of our passengers holding an ÖAMTC club card.
- C.18.1.1.2. They receive a discount on the ticket offer comfort ticket for vehicles for the trains NJ 446/447, NJ 464/465, NJ 40414/40465.

# C.19. ARBÖ

- C.19.1.1.1. This customer group includes all of our passengers holding an ARBÖ club card.
- C.19.1.1.2. They receive a discount on the ticket offer comfort ticket for vehicles for the trains NJ 446/447, NJ 464/465, NJ 40414/40465.

# C.20. Klimaticket Ö

### C.20.1. Klimaticket Ö Classic

C.20.1.1.1. The Klimaticket Ö Classic is the basic offer for everyone from 26 to 64 years of age.

#### C.20.2. Klimaticket Ö Classic Familie

- C.20.2.1.1. The Klimaticket Ö Classic Familie is the basic offer for everyone from 26 to 64 years of age.
- C.20.2.1.2. Up to 4 children between their 6th birthday and the day before their 15th birthday can travel along free of charge. A family relationship is not required.

### C.20.3. Klimaticket Ö Jugend

C.20.3.1.1. The Klimaticket Ö Jugend is available to all persons with a start date of validity no later than one day before their 26th birthday.

#### C.20.4. Klimaticket Ö Jugend Familie

- C.20.4.1.1. The Klimaticket Ö Jugend Familie is available to all persons with a start date of validity no later than one day before their 26th birthday.
- C.20.4.1.2. Up to 4 children between their 6th birthday and the day before their 15th birthday can travel along free of charge. A family relationship is not required.

### C.20.5. Klimaticket Ö Senior

C.20.5.1.1. The Klimaticket Ö Senior is available to anyone over the age of 65.

#### C.20.6. Klimaticket Ö Senior Familie

C.20.6.1.1. The Klimaticket Ö Senior Familie is available to anyone over the age of 65.



C.20.6.1.2. Up to 4 children between their 6th birthday and the day before their 15th birthday can travel along free of charge. A family relationship is not required.

#### C.20.7. Klimaticket Ö Spezial

C.20.7.1.1.

This customer group includes all our passengers with disabilities and the following entries in their Austrian certificate of disability or of severe war-related disability:

- degree of disability of at least 70 % or
- · an additional entry "...can claim discounts on transport rates in accordance with the Federal Disabilities Act (Bundesbehindertengesetz)"; or
- persons disabled by war with an according certificate of severe war-related disability. They are treated the same as holders of victim cards under the Victims' Welfare Act and severely disabled persons under the Army Pensions Act.

#### C 20 8 Klimaticket Ö Spezial Familie

C.20.8.1.1.

- This customer group includes all our passengers with disabilities and the following entries in their Austrian certificate of disability or of severe war-related disability:
  - degree of disability of at least 70 % or
  - an additional entry "...can claim discounts on transport rates in accordance with the Federal Disabilities Act (Bundesbehindertengesetz)"; or
  - persons disabled by war with an according certificate of severe war-related disability. They are treated the same as holders of victim cards under the Victims' Welfare Act and severely disabled persons under the Army Pensions Act.
- C.20.8.1.2. Up to 4 children between their 6th birthday and the day before their 15th birthday can travel along free of charge. A family relationship is not required.

#### C.21. Klimaticket Ö Bundesheer and Klimaticket Ö Zivildienst

#### C.21.1. Klimaticket Ö Bundesheer

- C.21.1.1.1. You can obtain a Klimaticket Ö Bundesheer during your basic military service.
- C.21.1.1.2. You can apply for the Klimaticket Ö Bundesheer with your conscription order and an official photo ID or e-card with photo.

#### C.21.2. Klimaticket Ö Zivildienst

- C.21.2.1.1. You can obtain a Klimaticket Ö Zivildienst during your civil service.
- C.21.2.1.2. You can apply for the Klimaticket Ö Zivildienst with your assignment notice and an official photo ID or e-card with photo.

#### C.22. Jubel-Vorteilspackerl

- C.22.1.1.1. All our passengers who have an ÖBB account and are at least 15 years old can purchase a Jubel-Vorteilspackerl.
- C.22.1.1.2. You can purchase your Jubel-Vorteilspackerl up to one month prior to the start of validity.
- C.22.1.1.3. You can purchase your Jubel-Vorteilspackerl when logged into your ÖBB account
  - via shop.oebbtickets.at
  - · via the ÖBB Ticket App
  - at ÖBB ticket counters

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C.22.1.1.4. Your Jubel-Vorteilspackerl is stored as a digital proof of discount in your ÖBB account and is automatically taken into account when making bookings. The travel period of your bookings must be within the validity period of your Jubel-Vorteilspackerl in order for the discounts of the Vorteils-Jubelpackerl to apply. C.22.1.1.5. With a Jubel-Vorteilspackerl, you will receive a discount of 50% on a standard single ticket for adults when buying your ticket while logged into your ÖBB account • via shop.oebbtickets.at, via our ÖBB Ticket App, at ÖBB ticket counters at the ÖBB customer service 05-1717. This discount is only available to you as the holder of the Vorteils-Jubelpackerl and not to any passengers travelling with you. C.22.1.1.6. If you are travelling without children, the Jubel-Vorteilspackl is not recognised as a discount card in any transport association. Therefore, you always receive an ÖBB standard single ticket with the above discount. C.22.1.1.7. If you are travelling with children, the Jubel-Vorteilspackl is only recognised as a discount card in the following transport association: Transport association Carinthia Within this transport association, you therefore always receive a ticket with other discounts than the one mentioned above. The transport association can provide information on the level of discount. C.22.1.1.8. If you are travelling together with children, 4 children per holder of a Jubel-Vorteilspackerl receive a 100% discount on their standard single ticket. For this, you will need to specify the number of children during your purchase, so that the children are registered on your ticket. C.22.1.1.9 If you are travelling together with children on night trains, 4 children per holder of a Jubel-Vorteilspackerl pay only the reservation fee on a comfort ticket for a seat, couchette or berth in a sleeper car. The remaining children pay the price for the customer group "children". For this, you will need to specify the number of children during your purchase, so that they are all registered on your ticket. C.22.1.1.10. You will also get access to special Sparschiene offers, which are only available when you are logged in to your ÖBB account. These are temporary, quota-limited, national and international Jubel Sparschiene offers available for a very limited period. The provisions of Sparschiene Österreich set out in Section B.1.6.  $[\rightarrow 48]$  of the Guide for travelling with ÖBB in Austria or Sparschiene in Section B.1.2 of the Guide for travelling abroad with  $\ddot{O}BB$  apply to this ticket offer, unless otherwise stipulated in Section C.22. [ $\rightarrow$  82]. These Sparschiene offers are only available to you as the holder of the Jubel-Vorteilspacker and not to any passengers travelling with you. C.22.1.1.11. With a Jubel-Vorteilspackerl you will receive a discount of 15% on a standard single ticket for adults for cross-border trips according to Section C.5.1 of the Guide for travelling abroad with ÖBB with Railplus if you are logged in to your ÖBB account at the time of purchase via shop.oebbtickets.at, via our ÖBB Ticket App, at ÖBB ticket counters from the ÖBB customer service hotline 05 -1717



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This offer is valid until 09 December 2023.

- C.22.1.1.12. With a Jubel-Vorteilspackerl, you will receive a 50% discount on seat reservations for yourself in 1st and 2nd class on long-distance trains, if you are logged in to your ÖBB account while purchasing
  - via <u>shop.oebbtickets.at</u>,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - at the ÖBB customer service 05-1717.

This reservation discount is only available to you as the holder of the Vorteilspackerl and not to any passengers travelling with you. Children accompanying you free of charge receive a 100% discount on seat reservations.

C.22.1.1.13. As a thank you for purchasing the Jubel-Vorteilspackerl, you will receive two vouchers for an upgrade to 1st class until further notice. The period of validity may vary depending on the sales channel and the start of validity of the Jubel-Vorteilspackerl: When purchased at the ÖBB ticket counter, the validity period of the gift vouchers corresponds to the validity period of your Jubel-Vorteilspackerl. When purchased via <u>shop.oebbtickets.at</u> or via our ÖBB Ticket app, the period of validity of the gift vouchers starts at the earliest on the 15th day after the purchase of your Jubel-Vorteilspackerl. If you have chosen the start of validity of your Jubel-Vorteilspackerl to be more than 15 days after purchase, the validity period of the Gift Vouchers will be the same as the validity period of your Jubel-Vorteilspackerl. In any case, the validity period of the gift vouchers ends with the end of the validity period of your Jubel-Vorteilspackerl.

### C.23. Jubelpackerl for the Klimaticket Ö

- C.23.1.1.1. All holders of a Klimaticket Ö who have an ÖBB account and are at least 15 years old can purchase a Jubelpackerl for the Klimaticket Ö.
- C.23.1.1.2. You can purchase your Jubelpackerl for the Klimaticket Ö up to one month prior to the start of validity.
- C.23.1.1.3. You can purchase your Jubelpackerl for the Klimaticket Ö when logged into your ÖBB account
  - via shop.oebbtickets.at
  - via the ÖBB Ticket App
  - at ÖBB ticket counters
- C.23.1.1.4. Your Jubelpackerl for the Klimaticket Ö is stored as a digital proof of discount in your ÖBB account and is automatically taken into account when making bookings. The travel period of your bookings must be within the validity period of your Jubelpackerl for the Klimaticket Ö in order for the discounts of the Jubelpackerl for the Klimaticket Ö to apply
- C.23.1.1.5. With a Jubelpackerl for the Klimaticket Ö, you will receive a discount of 30 % on a change of class from 2nd to 1st class while logged in to your ÖBB account
  - via shop.oebbtickets.at,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - from the ÖBB customer service hotline 05 -1717

This discount is only available to you as the holder of the Jubelpackerl for the Klimaticket Ö and not to any passengers travelling with you.



- C.23.1.1.6. With a Jubelpackerl for the Klimaticket Ö, you will receive discounted prices on a change of class from 2nd to 1st class for Sparschiene offers as per Section B.1.6.  $[\rightarrow 48]$  when purchasing tickets while logged in to your ÖBB account
  - via shop.oebbtickets.at
  - via our ÖBB Ticket App

The provisions in Section B.1.6. [ $\rightarrow$  48] apply to this ticket offer, unless otherwise stated in Section C.23. [ $\rightarrow$  84].

- C.23.1.1.7. You will also get access to temporary and quota-limited international Jubel Sparschiene offers, which are only available for a very limited period. You can access these while you are logged in to your ÖBB account. For this ticket offer, the Sparschiene provisions in Section B.1.2 of the Guide for travelling abroad with ÖBB apply, unless otherwise stipulated in C.23. [ $\rightarrow$  84].
- C.23.1.1.8. These Jubel Sparschiene offers are only available to you as the holder of the Jubelpackerl for the Klimaticket Ö and not to any passengers travelling with you. With a Jubelpackerl for the Klimaticket Ö, you will receive a discount of 50 % on seat reservations in 1st and 2nd class on long-distance trains while logged in to your ÖBB account
  - via shop.oebbtickets.at,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - from the ÖBB customer service hotline 05 -1717

This reservation discount is only available to you as the holder of the Jubelpackerl for the Klimaticket Ö and not to any passengers travelling with you.

- C.23.1.1.9. A valid Klimaticket Ö is a prerequisite for claiming the benefits under Sections C.23.1.1.4.  $[\rightarrow 84]$  to C.23.1.1.7.  $[\rightarrow 85]$ .
- C.23.1.1.10. As a thank you for purchasing the Jubelpackerl for the Klimaticket Ö, you will receive two vouchers for an upgrade to 1st class until further notice. The period of validity may vary depending on the sales channel and the start of validity of the Jubelpackerl for the Klimaticket Ö: When purchased at the ÖBB ticket counter, the validity period of the gift vouchers corresponds to the validity period of your Jubelpackerl for the Klimaticket Ö. When purchased via <u>shop.oebbtickets.at</u> or via our ÖBB Ticket app, the period of validity of the gift vouchers starts at the earliest on the 15th day after the purchase of your Jubelpackerl for the Klimaticket Ö to be more than 15 days after purchase, the validity period of the Gift Vouchers will be the same as the validity period of your Jubelpackerl for the Klimaticket Ö. In any case, the validity period of the gift vouchers ends with the end of the validity period of your Jubelpackerl for the Klimaticket Ö.

### C.24. ÖBB reservation discount

- C.24.1.1.1. All our passengers who have an ÖBB account and are at least 15 years old can purchase an ÖBB reservation discount.
- C.24.1.1.2. You can purchase your ÖBB reservation discount up to one month prior to the start of validity.
- C.24.1.1.3. You can purchase your ÖBB reservation discount when logged into your ÖBB account
  - via <u>shop.oebbtickets.at</u>
  - via the ÖBB Ticket App
  - at ÖBB ticket counters



- C.24.1.1.4. Your ÖBB reservation discount is stored as a digital proof of discount in your ÖBB account and is automatically taken into account when making bookings. The travel period of your bookings must be within the validity period of your ÖBB reservation discount in order for the reservation discount to apply.
- C.24.1.1.5. With an ÖBB reservation discount, you will receive a 50 % discount on seat reservations in 1st and 2nd class on long-distance trains, if you are logged in to your ÖBB account while purchasing
  - via shop.oebbtickets.at,
  - via our ÖBB Ticket App,
  - at ÖBB ticket counters
  - from the ÖBB customer service hotline 05 -1717

This reservation discount is only available to you as the holder of the reservation discount and not to any passengers travelling with you.

# D. Further terms and conditions

# D.1. GTC for the purchase of tickets via shop.oebbtickets.at and the ÖBB Ticket App

#### D.1.1. In which areas do these GTC apply?

- D.1.1.1.1 These General Terms and Conditions (GTC) apply to the sale of the ticket offers described in Sections B.1. [ $\rightarrow$  42] and B.2. [ $\rightarrow$  66] available on <u>shop.oebbtickets.at</u> and in the ÖBB Ticket App, the ticket offers of individual transport associations, as well as the sale of the Vorteilscard as per Section C.5. [ $\rightarrow$  73]. They supplement the conditions of carriage in Section A. [ $\rightarrow$  14], the terms of use in Section B. [ $\rightarrow$  42] and the fare conditions of the respective transport associations.
- D.1.1.1.2. Please note: If transport association tickets for trips within a transport association are offered via the ticket shop at <u>shop.oebbtickets.at</u> and via the ÖBB Ticket App, these are always subject to the exclusivity of the transport association's rates as per Section B.3.1.1.2. [ $\rightarrow$  68] as well as the provisions on the acceptance of the Vorteilscard by the transport associations in Section C. [ $\rightarrow$  73]. If no transport association tickets for trips within a transport association are offered via the ticket shop, you will always receive an ÖBB standard single ticket for the chosen route, including the discounts granted as per Section C. [ $\rightarrow$  73].
- D.1.1.1.3. The terms of use for the tickets as per Section B.  $[\rightarrow 42]$  as well as for international carriage only apply if nothing else is stipulated in the following provisions.
- D.1.2. Booking tickets via shop.oebbtickets.at and the ÖBB Ticket App

#### D.1.2.1. Booking process

- D.1.2.1.1. During the booking process, please provide the following information:
  - · First and last name of the passengers participating in the trip,
  - if an Österreichcard, business account or Schulcard is used for discounts, the numbers of the individual cards,
  - First and last name, as well as dates of birth or age of any children or adults under the age of 26 participating in the trip for whom you are entitled to an age-based fare reduction,
  - The e-mail address to which the confirmation e-mail and, if applicable, the ticket for self-printing are to be sent
  - The method of payment
- D.1.2.1.2. Holders of a business account or a Schulcard buy tickets when they are logged on to their ÖBB account.
- D.1.2.1.3. Please carefully review your booking and payment details for correctness before acknowledging our general terms and conditions and concluding the purchase process by clicking on "Pay now".
- D.1.2.1.4. The contract between you and ÖBB is concluded with the confirmation of the successful booking via <u>shop.oebbtickets.at</u> or the ÖBB Ticket App.
- D.1.2.1.5. Immediately after successfully booking a ticket via <u>shop.oebbtickets.at</u> or the ÖBB Ticket App, we will send you a booking confirmation to the e-mail address you provided. This booking confirmation is not considered a ticket.



#### D.1.2.2. Name corrections

- D.1.2.2.1. If you made a mistake regarding the name to be entered when purchasing a ticket via the ticket shop, you can correct this in most cases.
- D.1.2.2.2. The name can be changed if you have not yet created your ticket as a PDF ticket or collected it from the machine.
- D.1.2.2.3. Name changes are possible for the following ticket offers:
  - B.1.1. [→ 42] Standard single ticket
  - B.1.6. [→ 48] Sparschiene Österreich within 24 hours of booking
  - B.1.8.  $[\rightarrow 51]$  Comfort ticket
  - B.1.10. [→ 54] Einfach-Raus-Ticket
  - B.2.1. [→ 66] Seat reservations, with the exception of seat reservations for Österreichcard holders
  - Individual tickets and day passes for transport associations
- D.1.2.2.4. In order to change a name, please contact the ÖBB customer service at 05-1717.
- D.1.3. Provision and use of tickets

#### D.1.3.1. How do you receive your ticket?

- D.1.3.1.1. After successfully purchasing a ticket through our website <u>shop.oebbtickets.at</u> or our ÖBB Ticket App, you can decide how you would like to receive your ticket. The following options are available:
  - · PDF ticket to print yourself
  - · Mobile phone ticket for display on your smartphone within the ÖBB Ticket App
  - Ticket pick-up at an ÖBB ticket machine or an ÖBB ticket counter
- D.1.3.1.2. As a logged-on customer, you can access your bookings in your ÖBB account from any device or browser. You can therefore book your tickets online and receive this booking on your smartphone as a mobile phone ticket to be displayed within the ÖBB Ticket App. For some tickets, the choices are limited to pick-up at a machine or at the ÖBB ticket counter.
- D.1.3.1.3. Tickets bought via <u>shop.oebbtickets.at</u> or the ÖBB Ticket App are personal tickets, regardless of how you obtain these tickets. They are made out to the name(s) of the passenger(s) you have stated when booking. When the tickets are checked, the passengers stated on the ticket must produce a photo ID showing their age. If you have booked a ticket with a discount, you will also need to present the required proof.
- D.1.3.1.4. If you cannot identify yourself or prove your age, if the names of the passengers do not match the names on the ticket or if the entitlement to a discounted fare is missing, the regulations for passengers without a valid ticket as per Section A.3.2. [ $\rightarrow$  18] apply.

#### D.1.3.2. PDF ticket to print yourself

- D.1.3.2.1. If you decide to print the PDF ticket immediately by clicking on "Create PDF ticket now", it is immediately displayed on the PC screen. We will also send you a down-load link to the e-mail address you provided.
- D.1.3.2.2. For trips within Austria, you can also present your PDF ticket electronically. In order to display a PDF ticket on a mobile device, your device will need a PDF reader. In order to prevent counterfeiting and abuse, train attendants of other railways abroad do not accept unprinted PDF tickets on laptops, smartphones or tablet computers. It is important that you always print out PDF tickets for trips to or within another country in advance.



- D.1.3.2.3. Please print the PDF ticket on white paper in A4 portrait format. It is technically not possible for our train attendants to scan and accept a ticket printed in a different format and colour. In such cases, the provisions of Section A.3.2. [ $\rightarrow$  18] for passengers without a valid ticket apply.
- D.1.3.2.4. When printing your PDF ticket, please make sure not to fold your ticket in the area of the printed bar code. This code is used to save important data about your ticket and your person which is retrieved when the ticket is checked.
- D.1.3.3. Mobile phone ticket for display on your smartphone within the ÖBB Ticket App
- D.1.3.3.1. If you choose to receive the ticket on your mobile phone by clicking on "Create mobile phone ticket now", it is immediately sent to the device where you want to display your ticket.
- D.1.3.3.2. Within the ÖBB Ticket App on your smartphone, the ticket is displayed immediately as a mobile phone ticket. Data transmission to your smartphone via the mobile network is beyond our control, meaning that you do so at your own risk.
- D.1.3.3.3. When you book your ticket via the ÖBB Ticket App, the option "Mobile phone tickets" is set by default in the app settings. With this function, you will always receive your tickets automatically as mobile phone tickets on the mobile phone which you used to book your tickets. You can change this setting by activating the "Always ask" button in the "Settings", "General" section. This allows you to manually determine how you would like to receive your tickets for each ticket you buy.
- D.1.3.3.4. If you choose to display the booked ticket as a mobile phone ticket on the current device by selecting "Create mobile phone ticket now", this ticket will only be dis-played on this device.
- D.1.3.3.5. If you would like to receive a mobile phone ticket located on your device on another device or in a different form, select the "Get ticket differently" function.

#### D.1.3.4. Ticket pick-up at an ÖBB ticket machine or an ÖBB ticket counter

- D.1.3.4.1. If you decide to pick up the ticket from a stationary ÖBB ticket machine or an ÖBB ticket counter by selecting "Create pick-up code now", a twelve-digit alphanumeric pick-up code will be displayed immediately. We will also send you the pick-up code to the e-mail address you have provided.
- D.1.3.4.2. The ticket can be printed out with the pick-up code at any stationary ÖBB ticket machine and any ÖBB ticket counter.

#### D.1.3.5. Misuse of PDF tickets, mobile phone tickets or collected tickets

- D.1.3.5.1. We reserve the right to file criminal charges against people who attempt to misuse a ticket, for example through impermissible multiple use or in the event of an unauthorised reversal of the ticket booking after demonstrable use thereof.
- D.1.4. Ordering an ÖBB Vorteilscard via shop.oebbtickets.at

#### D.1.4.1. How can you order your Vorteilscard?

D.1.4.1.1. In order for you to be able to order or renew a Vorteilscard via <u>tickets.oebb.at</u>, you need to create an ÖBB account and log on to it. Registered persons can only buy a ticket for themselves. Buying several Vorteilscards for different holders is not possible.



During the order process, your data from the registration will be copied from your ÖBB account. Any additional required data will be requested during the purchasing process.

The following data is required for the order process:

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 Form of address · First and last name Date of birth Address data e-mail address D.1.4.1.3. When placing your first order, you choose: From when the card is to be valid · Which Vorteilscard you want to order · The method of payment D.1.4.1.4. When renewing your contract, you confirm your personal data and the product of-fered and pay for it. D.1.4.1.5. Please carefully review your order and payment details for correctness before ac-knowledging our general terms and conditions and concluding the purchase process by clicking on "Pay now". D.1.4.1.6. The contract between you and ÖBB is concluded with the confirmation of the successful booking via shop.oebbtickets.at. D.1.4.1.7. Immediately after a successful order, we will send you an order confirmation and the provisional Vorteilscard to the e-mail address you provided. If necessary, you can also download, save or print these documents immediately after ordering. You will receive your original card by mail a few days later. D.1.4.1.8. With the order confirmation, you will also receive a form you can use to issue a SEPA mandate. This allows you to pay your next ÖBB Vorteilscard comfortably by SEPA direct debit. D.1.4.2. The provisional Vorteilscard to print out yourself D.1.4.2.1. With the provisional Vorteilscard, you can claim the discount on standard single tickets immediately from the start of validity onwards; it serves as proof of possession of a Vorteilscard for ticket inspection purposes. D.1.4.2.2. For trips within Austria, you can also present your provisional Vorteilscard electronically. For trips to and within a foreign country, please print out your provisional Vorteilscard. D.1.4.2.3. Please print the PDF file on white paper in A4 portrait format and cut out the provi-sional Vorteilscard as marked, if desired. Please make sure that the code and the data specified are fully readable. A provisional Vorteilscard printed in a different format or that is difficult to read or incorrectly cut out cannot be scanned by our train attendants and can therefore not be accepted. D.1.4.2.4. Please make sure not to fold the provisional Vorteilscard in the area of the printed bar code. This code is used to save important data about you which is retrieved when the ticket is checked. D.1.4.2.5. The provisional Vorteilscard is issued to you personally. During ticket inspections, you will need to show a photo ID with proof of age.

D.1.4.1.2.



D.1.4.2.6. If you cannot identify yourself or prove your age or if the names of the passengers do not match the names on the provisional Vorteilscard, the regulations for passengers without a valid ticket as per Section A.3.2.  $[\rightarrow 18]$  apply.

#### D.1.4.3. Availability of the ÖBB Vorteilscard in the ÖBB Ticket App

- D.1.4.3.1. The Vorteilscard can only be used in the ÖBB Ticket App by users who have created an ÖBB account, are logged on to it and have added their previously purchased Vorteilscard to their ÖBB account.
- D.1.4.3.2. The Vorteilscard visible in the ÖBB account includes validity and security features. It is only valid for you personally and only in connection with a photo ID with proof of age.
- D.1.4.3.3. You can display your registered Vorteilscard by clicking on "My discounts" in your ÖBB account. If you have booked a discounted ticket using the Vorteilscard registered to your ÖBB account, a Vorteilscard button will be activated in your ticket. Clicking on this button displays the Vorteilscard.

#### D.1.4.4. Right of withdrawal

- D.1.4.4.1. Within 14 days from the order date, you can revoke the purchase contract via your ÖBB Vorteilscard without stating any reasons.
- D.1.4.4.2. Please send the completed cancellation form to the following address:
  - ÖBB-Personenverkehr AG, Postfach 222, 1020 Vienna
  - www.oebb.at/kontakt
- D.1.4.4.3. The link for the cancellation form can be found at www.oebb.at.
- D.1.4.4.4. Within 14 days of submitting your cancellation form, please send your Vorteilscard to the above address. For Vorteilscards sent in at a later point in time, we cannot accept the cancellation.
- D.1.4.4.5. We will refund you the purchase price with the same means of payment you used for the purchase within 14 days after receiving the cancellation form. We may hold the refund until we have received your Vorteilscard. Alternatively, you can also send us proof of the timely return of your Vorteilscard.
- D.1.4.4.6. You must repay all discounts obtained from the use of the Vorteilscard within the cancellation period.
- D.1.5. How you can pay

#### D.1.5.1. Payment options

D.1.5.1.1. The payment options offered vary between <u>shop.oebbtickets.at</u>, the ÖBB Ticket App and the individual ticket offers.

#### D.1.5.2. Credit card payment

- D.1.5.2.1. Please provide the following information when paying by credit card:
  - Name of card holder
  - Credit card number
  - · Expiry date
  - · Card validation code (this code is not stored by us)
  - 3-D secure code and other security prompts (optional and not stored by us)



D.1.5.3.	PayPal
D.1.5.3.1.	Please provide the following information when paying with your PayPal account: <ul> <li>email address</li> </ul>
	<ul> <li>Password (not stored by us)</li> </ul>
D.1.5.4.	Business account
D.1.5.4.1.	As an ÖBB Business customer with a business account, you can pay using the following means of payment.
D.1.5.4.2.	Payment against invoice or by SEPA direct debit mandate:
	<ul> <li>You accept the monthly invoice sent to you if you do not object in writing within 30 days of the invoice date. Your written objection does not release you from the obliga- tion to pay the invoice on time. You may only use the discounted offer as long and as far as you pay invoices on time.</li> </ul>
	<ul> <li>Payment against invoice or deposit: You pay the amount shown as outstanding on the invoice within the payment period stated on the invoice.</li> </ul>
	<ul> <li>Pay by SEPA direct debit mandate: You grant us a SEPA direct debit mandate. The amount shown as outstanding on the invoice will be debited from your sufficiently covered current account within the stated payment period.</li> </ul>
D.1.5.4.3.	Payment via AirPlus:
	<ul> <li>You register your AirPlus travel account as a means of payment in the business ac- count. You will receive a collective payment overview of your booked ÖBB services from AirPlus according to your conditions/agreement.</li> </ul>
	<ul> <li>For every ticket booked under your business account, you will receive an input tax certificate with the booking confirmation.</li> </ul>
D.1.5.4.4.	Payment via partners:
	<ul> <li>If you buy your tickets using the booking channels of partners, you can use the pay- ment options available there.</li> </ul>
D.1.5.4.5.	In addition, you have the following payment options:
	<ul> <li>PayPal as per D.1.5.3. [→ 92]</li> </ul>
	• Credit card as per D.1.5.2. $[\rightarrow 91]$
	• Online bank transfer as per D.1.5.6. $[\rightarrow 92]$
D.1.5.5.	Schulcard
D.1.5.5.1.	Please provide the following information when paying by Schulcard:
	Schulcard number
	• PIN
D.1.5.6.	Online bank transfer
D.1.5.6.1.	EPS online transfer is the online payment procedure used by Austrian banks. For the transfer, you will be directed to your bank's online banking page. The participating banks are listed under <u>www.stuzza.at</u> .

D.1.5.6.2. Giropay is the online payment procedure used by German banks. For the transfer, you will be directed to your bank's online banking page. The participating banks are listed under <u>www.giropay.de</u>.



D.1.5.6.3.	In order to pay by online bank transfer, please proceed as follows:
	<ul> <li>Select your bank. We will direct you to your bank's online banking page.</li> </ul>
	<ul> <li>On your bank's online banking website, please enter your access data and pass- words as usual. Your access data and passwords will only be exchanged between you and your bank. There is no flow of information via ÖBB.</li> </ul>
	<ul> <li>All information required for the transfer is already prefilled. This includes, for example, the IBAN, the amount to be transferred and the recipient.</li> </ul>
	<ul> <li>By entering your TAN code in your bank's online banking system, you authorise your booking and complete the payment process successfully.</li> </ul>
D.1.5.7.	Travel and Goodwill voucher
D.1.5.7.1.	Please provide the following information when paying by travel and goodwill voucher: <ul> <li>Sixteen-digit voucher code</li> </ul>
D.1.5.7.2.	The following offers cannot be paid with a voucher code:
	<ul> <li>Standard ticket for the customer group business account</li> </ul>
	Schulcard ticket
	Vorteilscard
D.1.5.8.	Promotion voucher
D.1.5.8.1.	<ul><li>Please provide the following information when paying by promotion voucher:</li><li>Sixteen-digit voucher code</li></ul>
D.1.5.8.2.	The following offers cannot be paid with a voucher code:
	<ul> <li>Standard ticket for the customer group business account</li> </ul>
	Schulcard ticket
	Vorteilscard
	ÖBB travel vouchers
D.1.5.8.3.	Promotion vouchers cannot be combined with ÖBB travel vouchers.
D.1.6.	Cancellation
D.1.6.1.	Cancellation of bookings
D.1.6.1.1.	Cancelling means that you cancel the booking of a ticket that you have not yet received as per Section D.1.3. [ $\rightarrow$ 88].
D.1.6.1.2.	You always cancel all parts of a trip booked at <u>shop.oebbtickets.at</u> or within the ÖBB Ticket App. If several trips are booked together in a shopping basket, you need to cancel them separately. If we recognize a booked return trip to an outward trip, we will ask you whether you would like to cancel it as well. If you would like to cancel individual elements of your booking, please contact ÖBB Customer Service 05-1717 or our staff at the ÖBB ticket counters.

- D.1.6.1.3. The refund conditions for the tickets as pe B.  $[\rightarrow 42]$  apply analogously to the cancellation.
- D.1.6.1.4. If you receive a ticket as a PDF ticket as per Section D.1.3.2. [ $\rightarrow$  88], you can no longer cancel it.



- D.1.6.1.5. If you receive a ticket as a mobile phone ticket as per Section D.1.3.3.  $[\rightarrow 89]$ , you can undo the receipt using the "Receive tickets differently" function.
- D.1.6.1.6. If you receive a ticket by picking it up from an ÖBB ticket machine or an ÖBB ticket counter as per Section D.1.3.4. [ $\rightarrow$  89], you can have it refunded at the ÖBB ticket counter in accordance with the provisions in Section B. [ $\rightarrow$  42].
- D.1.6.1.7. If you pay your ticket with a travel and goodwill voucher as per Section D.1.5.7.  $[\rightarrow 93]$ , we will book the ticket price back to this travel and goodwill voucher. If you pay a part of your ticket with a travel and goodwill voucher, we will book the entire ticket price back to this travel and goodwill voucher.
- D.1.6.2. Cancellation of Vorteilscards
- D.1.6.2.1. A Vorteilscard cannot be cancelled.
- D.1.7. Reimbursement

#### D.1.7.1. Reimbursement of tickets

- D.1.7.1.1. Tickets purchased via <u>shop.oebbtickets.at</u> and the ÖBB Ticket App can only be refunded as per Sections A.5.5.  $[\rightarrow 33]$  and A.6.1.  $[\rightarrow 35]$ . PDF tickets that have already been received as per Section A.6.2.  $[\rightarrow 36]$  cannot be refunded.
- D.1.7.1.2. The provisions regarding the right of withdrawal in distance selling transactions do not apply to contracts for the carriage of passengers due to the standard statutory exception.

#### D.1.7.2. Reimbursement of Vorteilscards

D.1.7.2.1. The purchase price of a Vorteilscard cannot be refunded.

#### D.1.8. Liability

- D.1.8.1.1. Should you provide false information when booking via <u>shop.oebbtickets.at</u> or the ÖBB Ticket App, you are liable to us for damages resulting from your actions.
- D.1.8.1.2. Should you provide false information intentionally or engage in misuse, we will permanently exclude you from using <u>shop.oebbtickets.at</u> and the ÖBB Ticket App.
- D.1.8.1.3. We cannot guarantee the uninterrupted availability of <u>shop.oebbtickets.at</u> or the ÖBB Ticket App. The reason for this lies in the required technical preconditions for Internet services and telecommunication. You will not be entitled to any liability claims against us if these two sales channels are not available.
- D.1.8.1.4. We do not guarantee the accuracy and completeness of the information displayed.
- D.1.8.1.5. If individual provisions are or become ineffective, this will not affect the effectiveness of the other provisions.
- D.1.8.1.6. You agree with us regarding the exclusive applicability of Austrian law. If you are not a consumer within the meaning of § 1 para. 1 no. 2 KSchG, the place of jurisdiction and ful-filment for all claims is Vienna.
- D.1.8.1.7. Your contract with us is concluded exclusively in German. Different regulations may apply to individual products and connections.

### D.2. GTC for the ÖBB Business offer

#### D.2.1. General Terms and Condidions

D.2.1.1.1. With these General Terms and Conditions (GTC), we define the basis of our business relationship.



D.2.1.1.2. The GTC shall apply from the time the contract for the ÖBB Business rate offer as per Section D.2.2.1.4. [ $\rightarrow$  95] is concluded and supplement the provisions related to the business account in the "Guide for travelling with ÖBB in Austria" (as per Section C.10. [ $\rightarrow$  79]), hereinafter referred to as the "Guide". Further information is available at <u>oebb.at</u>.

#### D.2.2. Issued of the card

- D.2.2.1.1. We have a special offer for our business customers. The following customers can use the ÖBB Business offer as business customers:
  - Entrepreneurs/enterprises within the meaning of the Austrian Commercial Code: Proof of corporate status is furnished by submission of an excerpt from the company register, a trade licence or any other proof of entrepreneurial activity.
  - Associations within the meaning of the Associations Act: Proof is furnished by submission of an extract from the register of associations.
  - recognised public institutions (e.g. schools or universities)
- D.2.2.1.2. For registration, you must provide at least the following data:
  - Name of the company, association or institution
  - optional: Identification number (e.g. VAT ID, ZVR number (Central Register of Associations) or number of the previous ÖBB account)
  - Contact person
  - Address
  - · Payment method
  - Unique e-mail address (e-mail address that is not yet used in the ticket shop)
- D.2.2.1.3. The ÖBB Business offer is intended for your own use and does not serve as a model for intermediaries. We have separate offers for intermediaries. Should the use of the ÖBB Business offer violate the contractual provisions and therefore be considered fraudulent, we reserve the right to terminate the contract without notice.
- D.2.2.1.4. You register online at <u>oebb.at</u>, to sign up for the ÖBB Business offer. The contract is concluded as soon as we have reviewed and accepted your registration for the ÖBB Business offer, which we are not obligated to do. The ÖBB Business rate cannot be used until it has been activated by means of the acceptance of the contract. You will receive a confirmation from us as soon as you can use the ÖBB Business rate and the business offer.

#### D.2.3. Usage and fair-Use policy

D.2.3.1.1.

You can book tickets at the ÖBB business rate for the following purposes, among others:

- Business trips and company outings for company employees these are trips that are carried out within the context and in the interest of the company's operations.
- Trips for members of the association, which correspond to the association's purpose.
- Trips for employees of a public institution within the context and in the interest of the operation of the public institution.
- •The use for private trips is prohibited we have a separate offer for our end customers for such purposes.

### D.2.4. Sales channels and booking

D.2.4.1.1. Tickets can be booked at the ÖBB Business rate via selected sales channels:



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- · using the business account at shop.oebbtickets.at
- with the ÖBB Ticket App, you can only retrieve a previously booked ticket;
- via ÖBB sales channels such as ticket counters or the ÖBB customer service payment is confirmed by means of a temporary TAN, which can be generated in advance in the business account if required;
- via partner booking channels (please note that in these cases you can only use the payment methods offered by the respective partners and that fees may apply).

#### D.2.5. Änderungen

- D.2.5.1.1. We will inform you in writing by e-mail about any changes to the GTC. You accept the changes if you do not object in writing within 14 days of receiving the letter laying out the changes. In the amendment letter, we will inform you of the 14-day objection period and that the changes will take effect if you do not object to them. If you object, both parties are entitled to terminate the contract with immediate effect. In this case, your business ac-count will be irrevocably deleted.
- D.2.5.1.2. •Please inform us immediately if your customer data changes, e.g. your company name, address or e-mail address. If you do not inform us, all documents and declarations sent to the last known postal or e-mail address are deemed to have been received.

#### D.2.6. Cancellation and termination of the contract

- D.2.6.1.1. You can terminate the contract at any time by giving two months' written notice. We will inform you about the end of the contract and the last day of use. It is not possible to reactivate a terminated account. You can, however, reregister for a business account, provided that you meet the requirements.
- D.2.6.1.2. If you do not book any tickets for a continuous period of one year or if you do not reach the minimum sales volume as per Section C.10.  $[\rightarrow 79]$ , we are entitled to terminate the contract and delete the account.
- D.2.6.1.3. We can terminate the contract by observing a notice period of two months and without being required to give any reasons.
- D.2.6.1.4. We can also terminate the contract with immediate effect for the following reasons:
  - Abuse of the business offer, for example as per Sections D.2.2.1.3. [→ 95] and D.2.3. [→ 95].
  - Violation of the GTC or provisions of the Guide, in particular as per Sections C.10.
     [→ 79] and D.1.5.4. [→ 92].
  - Default in payment (non-payment or late payment of an invoice after a reminder has been sent)
  - the account or means of payment specified for the settlement is not sufficiently covered
  - · Opening of insolvency proceedings, to the extent permitted by law

#### D.2.7. Applicable law

D.2.7.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

#### D.2.8. Liability

- D.2.8.1.1. We are only liable for our employees in cases of intent and extremely gross negligence.
- D.2.8.1.2. Any disclosure of business account data such as e.g. access data to third parties is at your own risk and expense. We assume no liability for bookings that constitute abuse by third parties or that have not been made in your interest.
- D.2.8.1.3. As a business customer, you or your employer are responsible for which data you pass on and use on your own responsibility. We are, however, responsible for the booking and handling of the trip.

#### D.2.9. Contact

D.2.9.1.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at oebb.at.

#### **D.3**. GTC for the ÖBB EasyTEX offer

#### D.3.1. Requirements

D.3.1.1.1.

The following users can use the ÖBB Easy TEX offer as Easy TEX partners:

- Businesses and entrepreneurs pursuant to the Austrian Commercial Code: Proof of corporate status is furnished by submission of an excerpt from the company register, a trade licence or any other proof of entrepreneurial activity.
- · Associations pursuant to the Associations Act: Proof is furnished by submission of an extract from the register of associations.
- · Public institutions such as municipalities. Proof is provided by submitting an excerpt from the register or other evidence, such as an excerpt from the municipal register.
- D.3.1.1.2. As an Easy TEX partner, you guarantee that you have all the legal and factual prerequisites and gualifications necessary for the use of the agreed services, in particular the arrangement of tickets.

#### D.3.1.1.3. For registration, you must provide at least the following data:

- · Name of the company, association or institution
- · optional: Identification number, for example UID or ZVR number
- Contact person
- Address
- · Unique e-mail address that is not yet used in the ticket shop
- D.3.1.1.4. The ÖBB Easy TEX offer is intended for intermediaries. Should the use of the ÖBB Easy TEX offer violate contractual provisions and therefore be considered fraudulent, we reserve the right to terminate the contract without notice.
- You register online at oebb.at to sign up for the ÖBB Easy TEX offer. The contract is con-D.3.1.1.5. cluded as soon as we have reviewed and accepted your registration for the ÖBB Easy TEX offer, which we are not obligated to do. You will receive a confirmation with approval as soon as you can use the ÖBB Easy TEX offer.

#### D.3.2. Usage and fair-use policy

D.3.2.1.1. As an ÖBB Easy TEX partner, you can book tickets for your customers.



### D.3.3. Sales channels and booking

D.3.3.1.1. You can book tickets as an ÖBB Easy TEX partner via your Easy TEX account at <u>www.oebb.at</u>.

#### D.3.4. Modifications

- D.3.4.1.1. We will inform you in writing by e-mail about any changes to the GTC. You accept the changes if you do not object in writing within 14 days of receiving the letter laying out the changes. In the amendment letter, we will inform you of the 14-day objection period and that the changes will take effect if you do not object to them. If you object, both parties are entitled to terminate the contract with immediate effect. In this case, your Easy TEX account will be irrevocably deleted.
- D.3.4.1.2. Please inform us immediately if your data changes, e.g. your company name, address or e-mail address. If you do not inform us, all documents and declarations sent to the last known postal or e-mail address are deemed to have been received.

#### D.3.5. Cancellation and termination of the contract

- D.3.5.1.1. You can terminate the contract at any time by giving two months' written notice. We will inform you about the end of the contract and the last day of use. It is not possible to reactivate a terminated Easy TEX account. You can, however, re-register as an Easy TEX partner, provided that you meet the requirements.
- D.3.5.1.2. If you do not book any tickets for a continuous period of one year, we are entitled to terminate the contract and delete the account.
- D.3.5.1.3. We can terminate the contract by observing a notice period of two months and without being required to give any reasons.
- D.3.5.1.4. We can also terminate the contract with immediate effect for the following reasons:
  - Evidence of misuse of the Easy TEX offer
  - · Infringement of these GTC or provisions in the manual
  - Non-payment or late payment of an invoice after a reminder has been sent
  - the account or means of payment specified for the settlement is not sufficiently covered
  - Opening of insolvency proceedings, to the extent permitted by law

#### D.3.6. Applicable law

D.3.6.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

#### D.3.7. Liability

- D.3.7.1.1. We are only liable for our employees in cases of intent and extremely gross negligence.
- D.3.7.1.2. Any disclosure of Easy TEX account data such as e.g. access data to third parties is at your own risk and expense. We assume no liability for bookings that constitute abuse by third parties or that have not been made in your interest.
- D.3.7.1.3. As an Easy TEX partner, you are responsible for which data you pass on and use on your own responsibility. We are, however, responsible for the booking and handling of the trip.

### D.3.8. Contact

D.3.8.1.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at <u>oebb.at</u>.

## D.4. GTC for the ÖBB Vorteilscard

### D.4.1. Contract

- D.4.1.1.1 The contract for the ÖBB Vorteilscard, hereinafter referred to as the "card", between you as a customer and us, ÖBB-Personenverkehr AG, hereinafter referred to as "ÖBB", comes into effect as soon as we accept your card order. Prerequisite: You meet all the conditions for the card stated in our general terms and conditions and in Section C.5.  $[\rightarrow 73]$  of the handbook. The contract ends with the expiry date on the card and cannot be terminated during the contract period. You can use the card to purchase selected ticket offers at a discount, as described in Section C.5.  $[\rightarrow 73]$  of the current handbook. The offers of our partner companies are exclusively subject to their own terms and conditions and terms of use.
- D.4.1.1.2. The card is valid from the date you specified when ordering and ends after 12 months, on the expiry date printed on the card. You pay for your card when you order it. Should you not meet all of the requirements stated in Section C.5.  $[\rightarrow 73]$  of the handbook, the contract has not been concluded and the card is invalid. In this case, you may not use the card and must return it to us. Cards that have been issued on the basis of incorrect information will be collected and not replaced. There is no right to any refund of the purchase price.
- D.4.1.1.3. Approximately 2 months prior to the end of the contract, you will receive an invitation to renew the contract. The modality for contract renewal depends on the agreed method of payment:
  - SEPA direct debit: The contract is automatically renewed for 12 months if you do not
    object to the contract renewal in writing within 4 weeks of receiving the invitation to renew the contract. If you object to the renewal of the contract in writing within the specified period, no new contract will be concluded, and the SEPA mandate issued will
    be cancelled. In the invitation to renew the contract, you will again be separately informed of the start of the objection period and the legal consequences of not exercising your right of objection.
  - Payment form: The contract is automatically renewed for 12 months if you pay the card fee for the new card using the payment form within 4 weeks of receiving the invitation to renew the contract. If you do not pay via the payment form in time, no new contract is concluded.

The new contract begins on the day after the expiry date of the previous card.

#### D.4.2. Issue of the card

- D.4.2.1.1. When the contract with us is concluded, you will receive a Vorteilscard with your name by mail. We issue you with a temporary provisional ÖBB Vorteilscard if you order a card for the first time or do not receive your renewed card in time, e.g. because it was lost in the mail.
- D.4.2.1.2. Please sign your card in the signature field immediately after receiving it to prevent any misuse. Unsigned cards are invalid, and you bear the entire risk involved. Misused cards will be collected without replacement. There is no right to a refund of the purchase price. Cases of intentional abuse will be reported to the police.



### D.4.3. Using the card

- D.4.3.1.1. If you use the Vorteilscard, please present the card during ticket inspection without being asked and hand it over if requested. The card is only valid in combination with a photo identification card including proof of age.
- D.4.3.1.2. Use the card only if your card contract is in effect and the card is valid.

#### D.4.4. Replacement card

D.4.4.1.1. Please report the loss or theft of your card to the responsible authorities immediately. As soon as we receive your report, the card will be blocked, and you are released from the risk of misuse. You will then receive a replacement card for a service charge, as specified in Section E.1.13. [ $\rightarrow$  122] of the handbook. We will issue you with a replacement card free of charge if your card is lost in the mail and you report the loss to the ÖBB customer service at <u>oebb.at/kontakt</u> within 6 weeks of ordering. You will receive a provisional Vorteilscard free of charge at any ÖBB ticket counter for use until you receive your replacement card.

#### D.4.5. Changes of address and customer data

D.4.5.1.1. Please inform us immediately if your customer data changes, e.g. your name, address, email, etc. If you do not inform us, all documents and declarations sent to the last known address/e-mail address are deemed to have been received.

#### D.4.6. Modifications

D.4.6.1.1. We will inform you in writing by letter or e-mail about changes to the General Terms and Conditions of the Vorteilscard. You accept the changes if you do not object in writing within 4 weeks of receiving the letter laying out the changes. In the amendment letter, we will inform you of the four-week objection period and that the changes will take effect if you do not object to them. If you object, you can terminate the contract with immediate effect. In this case, you must return the card to us. The paid card fee will be refunded pro rata.

#### D.4.7. Miscellaneous

#### D.4.7.1. Applicable law

D.4.7.1.1. Our contracts are governed by Austrian law, under exclusion of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

#### D.4.7.2. Liability

D.4.7.2.1. We are only liable for our employees in cases of intent and gross negligence.

#### D.4.7.3. Contact

D.4.7.3.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at <u>oebb.at</u>. D.5. - to remain empty -

# D.6. General Terms and Conditions for ÖBB's 1st class upgrade for the Klimaticket Ö

### D.6.1. Contract

- D.6.1.1.1. The contract for ÖBB's 1st class upgrade for the Klimaticket Ö, hereinafter referred to as the "upgrade", between you as a customer and us, ÖBB-Personenverkehr AG, hereinafter referred to as "ÖBB", comes into effect as soon as we accept your order. Prerequisite: You are the holder of a valid Klimaticket Ö. The contract ends on the expiry date of your Klimaticket Ö. With the upgrade, you can use the entire ÖBB network in Austria, as described in Section B.1.15. [ $\rightarrow$  62]. of the current handbook. The offers of our partner companies are exclusively subject to their own terms and conditions and terms of use.
- D.6.1.1.2. The upgrade is valid from the date you specified when ordering and ends after 12 months, on the expiry date printed on the Klimaticket Ö. If you do not have a valid Klimaticket Ö, the contract is not concluded and the upgrade is not valid. In this case, you may not use the upgrade and must return the vouchers by registered mail to ÖBB Kundenservice, Postfach 222, 1020 Vienna. Vouchers that have been issued on the basis of incorrect information will be collected and not replaced. As a rule, you pay for the upgrade when you order it.
- D.6.1.1.3. For upgrades, there is a fee-based instalment option. If you would like to use the instalment option, you pay the first 2 monthly instalments when ordering; the balance (depending on the remaining term of your Klimaticket Ö) will be debited from your account via SEPA direct debit in equal monthly instalments. If you renew your upgrade contract as well as the contract for your Klimaticket Ö and pay by SEPA direct debit, we will debit the purchase price from your account in 12 equal monthly instalments. If you pay your upgrade without the instalment option, you renew it by depositing the total amount indicated on the payment form.
- D.6.1.1.4. In case of payment arrears from old contracts for the upgrade or other ÖBB products (Österreichcard, Vorteilscard), the instalment payment option is excluded.
- D.6.1.1.5. Approximately 2 months prior to the end of the upgrade contract, you will receive an invitation to renew the contract.
- D.6.1.1.6. The modality for contract renewal depends on the agreed method of payment:
  - SEPA direct debit: The contract is automatically renewed for 12 months if you do not
    object to the contract renewal in writing within the period stated in the renewal letter. If
    you object to the renewal of the contract in writing within the specified period, no new
    contract will be concluded, and the SEPA mandate issued will be cancelled. In the invitation to renew the contract, you will again be separately informed of the start and
    end of the objection period and the legal consequences of not exercising your right of
    objection.
  - If in the event of a monthly direct debit the debtor is in arrears with at least one instalment, a written reminder shall be sent for the outstanding amounts, setting a grace period for the payment of the outstanding instalments. The same applies if the SEPA direct debit mandate is revoked or the account is closed without prior proven return of the ticket at an ÖBB ticket counter. If, after the first reminder, the outstanding amounts are not paid within the grace period stated in the reminder letter, a second written reminder will be sent, again setting a grace period for the outstanding instalments and charging a reminder fee. If the outstanding amounts are again not paid within the grace period reminder letter, the claim is handed over



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to a debt collection agency and the third reminder is issued by the latter. The third reminder constitutes a qualified default of payment. In the event of qualified default of payment, ÖBB-Personenverkehr AG is entitled to block the upgrade. The upgrade thereby becomes invalid. If 1st class is used without a valid upgrade or ticket, a penalty fare will be charged.

 Payment form: The contract is automatically renewed for 12 months if you settle the renewal costs via the payment form within the period stated in the contract renewal letter. If you do not pay via the payment form in time, no new contract is concluded. The new contract begins on the day after the expiry date of the previous 1st class upgrade

- D.6.1.1.7. During the period of validity, the ticket can be cancelled in writing from the 7th month of validity of your Klimaticket Ö onwards, without giving any reason, by using the cancellation form. The start of a new month of validity is determined by the start of validity chosen when purchasing the Klimaticket Ö and therefore falls on the same calendar day of each month. In the event of a cancellation, the Klimaticket Ö and the 1st class upgrade must be cancelled separately.
- D.6.1.1.8. A valid cancellation requires a signed cancellation form and the demonstrable return of the proof of upgrade to a service centre. In the event of a cancellation, a cancellation fee equal to one month's fee will be charged; this is a part of the purchase price.
- D.6.1.1.9. In the event of a one-off payment in advance, the corresponding monthly amounts less the cancellation fee will be transferred to the specified account for each month of validity not commenced.
- D.6.1.1.10. In the case of SEPA direct debit, a final monthly amount will be debited as a cancellation fee; the corresponding monthly amounts will no longer be debited for each month of validity not commenced.
- D.6.1.1.11. An extraordinary right of cancellation exists
  - if you move from Austria to a foreign country, by providing proof of deregistration from the Austrian Central Register of Residents and proof of the new address abroad,
  - in case of illness over a period of 3 months or more, documented by means of a medical certificate, or
  - in the event of loss of employment by providing proof of unemployment.
- D.6.1.1.12. In all cases, the upgrade must be handed in at an ÖBB ticket counter together with the signed cancellation form.
- D.6.1.1.13. In the case of extraordinary cancellation, the cancellation fee does not apply.
- D.6.1.1.14. If the holder of the upgrade dies, any unused month of validity of the price will be refunded free of charge to the beneficiary or liquidator of the estate. For this purpose, the reimbursement form with a copy of the death certificate, proof of entitlement to inheritance and the upgrade must be submitted to a service centre.
- D.6.1.1.15. If a SEPA direct debit mandate was issued when the contract was concluded, the contract renewal can be contested in writing within the payment period specified in the invitation letter for the contract renewal. The written objection must either be sent by post (registered mail is recommended) to ÖBB Kundenservice, Postfach 222, 1020 Vienna, submitted via contact form or demonstrably handed in at a service point.

#### D.6.2. Issue of the upgrade

D.6.2.1.1. If the contract with us is concluded, you will receive proof of the upgrade on security paper with your name directly at the counter when purchasing. Alternatively, in the event of an online purchase, it will be stored in your ÖBB account.



D.6.2.1.2. Misused certificates will be collected without replacement.

#### D.6.3. Use of the upgrade

- D.6.3.1.1. If you use the upgrade, please present the following during ticket inspection:
  - · The upgrade issued on ticket paper together with your valid Klimaticket Ö or
  - The upgrade in your ÖBB account in the app together with your valid Klimaticket Ö

The upgrade entitles you to carriage in first class in accordance with the provisions of Section B.1.15. [ $\rightarrow$  62] of the handbook.

D.6.3.1.2. Only use the upgrade if your Klimaticket Ö and the contract for the upgrade are valid.

#### D.6.4. Replacement in the event of loss or theft

D.6.4.1.1. Please report the loss or theft of your proof of upgrade to the responsible authorities immediately. As soon as we receive your report, the upgrade will be blocked, and you are released from the risk of misuse. You will then receive a replacement certificate, as outlined in Section E.1.13. [ $\rightarrow$  122] of the manual.

#### D.6.5. Changes of address and customer data

D.6.5.1.1. Please inform us immediately if your customer data changes, e.g. your name, address, email address, etc. If you do not inform us, all documents and declarations sent to the last known address/e-mail address are deemed to have been received.

#### D.6.6. Modifications

D.6.6.1.1. We will inform you in writing by letter or e-mail about changes to the General Terms and Conditions of the upgrade. If, within the period stated in the letter outlining the changes, you do not object to them, you are deemed to have accepted them. In the amendment letter, we will inform you of the objection period and that the changes will take effect if you do not object to them. If you object, you can terminate the contract with immediate effect. In this case, you must return the proof of upgrade to us. The payments will be refunded pro rata for each month not started.

#### D.6.7. Miscellaneous

#### D.6.7.1. Applicable law

D.6.7.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

#### D.6.7.2. Liability

D.6.7.2.1. We are only liable for our employees in cases of gross negligence.

#### D.6.7.3. Contact

D.6.7.3.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at <u>www.oebb.at</u>.

# D.7. GTC for ÖBB's 1st class upgrade for the Klimaticket Ö Bundesheer and the Klimaticket Ö Zivildienst

### D.7.1. Contract

- D.7.1.1.1 The contract for ÖBB's 1st class upgrade for the Klimaticket Ö Bundesheer and the Klimaticket Ö Zivildienst, hereinafter referred to as the "upgrade", between you as a customer and us, ÖBB-Personenverkehr AG, hereinafter referred to as "ÖBB", comes into effect as soon as we accept your order. Prerequisite: You are the holder of a valid Klimaticket Ö Bundesheer or Klimaticket Ö Zivildienst. The contract ends on the expiry date of your Klimaticket Ö Bundesheer or Klimaticket Ö Zivildienst. With the upgrade, you can use the entire ÖBB network in Austria, as described in Section B.1.15. [ $\rightarrow$  62]. of the current handbook. The offers of our partner companies are exclusively subject to their own terms and conditions and terms of use.
- D.7.1.1.2. The upgrade is valid from the date you specified when ordering and ends no later than 6 months after the validity date printed on the Klimaticket Ö Bundesheer or no later than 9 months after the validity date printed on the Klimaticket Ö Zivildienst. If you do not have a valid Klimaticket Ö Bundesheer or Klimaticket Ö Zivildienst, the contract is not concluded and the upgrade is not valid. In this case, you may not use the upgrade and must return the vouchers by registered mail to ÖBB Kundenservice, Postfach 222, 1020 Vienna. Vouchers that have been issued on the basis of incorrect information will be collected and not replaced. As a rule, you pay for the upgrade when you order it.
- D.7.1.1.3. For upgrades, there is a fee-based instalment option. If you would like to use the instalment option, you pay the first 2 monthly instalments when ordering; the balance (depending on the remaining term of your Klimaticket Ö Bundesheer or Klimaticket Ö Zivildienst) will be debited from your account via SEPA direct debit in equal monthly instalments.
- D.7.1.1.4. In case of payment arrears from old contracts for the upgrade or other ÖBB products (Österreichcard, Vorteilscard), the instalment payment option is excluded.
- D.7.1.1.5. If the holder of the upgrade dies, any unused month of validity of the price will be refunded free of charge to the beneficiary or liquidator of the estate. For this purpose, the reimbursement form with a copy of the death certificate, proof of entitlement to inheritance and the upgrade must be submitted to a service centre.

### D.7.2. Issue of the upgrade

- D.7.2.1.1. If the contract with us is concluded, you will receive proof of the upgrade on security paper with your name directly at the counter when purchasing. Alternatively, in the event of an online purchase, it will be stored in your ÖBB account.
- D.7.2.1.2. Misused certificates will be collected without replacement.

### D.7.3. Use of the upgrade

- D.7.3.1.1. If you use the upgrade, please present the following during ticket inspections:
  - The upgrade issued on ticket paper together with your valid Klimaticket Ö Bundesheer or Klimaticket Ö Zivildienst as well as a photo identification card including proof of age or
  - The upgrade in your ÖBB account in the app together with your valid Klimaticket Ö Zivildienst as well as a photo identification card including proof of age.

The upgrade entitles you to carriage in first class in accordance with the provisions of Section B.1.15. [ $\rightarrow$  62] of the handbook.



D.7.3.1.2. Only use the upgrade if your Klimaticket Ö Bundesheer or Klimaticket Ö Zivildienst and the contract for the upgrade are valid.

#### D.7.4. Replacement in the event of loss or theft

D.7.4.1.1. Please report the loss or theft of your proof of upgrade to the responsible authorities immediately. As soon as we receive your report, the upgrade will be blocked, and you are released from the risk of misuse. You will then receive a replacement certificate, as outlined in Section E.1.13. [ $\rightarrow$  122] of the manual.

#### D.7.5. Changes of address and customer data

D.7.5.1.1. Please inform us immediately if your customer data changes, e.g. your name, address, email address, etc. If you do not inform us, all documents and declarations sent to the last known address/e-mail address are deemed to have been received.

#### D.7.6. Modifications

D.7.6.1.1. We will inform you in writing by letter or e-mail about changes to the General Terms and Conditions of the upgrade. If, within the period stated in the letter outlining the changes, you do not object to them, you are deemed to have accepted them. In the amendment letter, we will inform you of the objection period and that the changes will take effect if you do not object to them. If you object, you can terminate the contract with immediate effect. In this case, you must return the proof of upgrade to us. The payments will be refunded pro rata for each month not started.

#### D.7.7. Miscellaneous

#### D.7.7.1. Applicable law

D.7.7.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

#### D.7.7.2. Liability

D.7.7.2.1. We are only liable for our employees in cases of gross negligence.

#### D.7.7.3. Contact

D.7.7.3.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at <u>www.oebb.at</u>.

### D.8. GTC for the purchase via nightjet.com

#### D.8.1. In which areas do these GTC apply?

- D.8.1.1.1. These General Terms and Conditions (GTC) apply to the sale of the ticket offers available at <u>nightjet.com</u> as described in Section B.1. [ $\rightarrow$  42] and B.2. [ $\rightarrow$  66]. They supplement the conditions of carriage in Section A. [ $\rightarrow$  14] and the terms of use in Section B. [ $\rightarrow$  42].
- D.8.1.1.2. The terms of use for the tickets as per Section B.  $[\rightarrow 42]$  as well as for <u>international carriage</u> only apply if nothing else is stipulated in the following provisions.

D.8.2. Booking tickets via nightjet.com

#### D.8.2.1. Booking process

D.8.2.1.1.

During the booking process, please provide the following information:

- First and last name of the passengers participating in the trip
- · Any existing discount cards
- First and last name, as well as dates of birth or age of any children participating in the trip for whom you are entitled to an age-based fare reduction
- The e-mail address to which the confirmation e-mail and, if applicable, the ticket for self-printing are to be sent
- Telephone number
- The method of payment
- D.8.2.1.2. Please carefully review the information you have provided for correctness before acknowledging our General Terms and Conditions and concluding the purchase process by clicking on "Pay now".
- D.8.2.1.3. The contract between you and ÖBB-Personenverkehr AG is concluded with the confirmation of the successful booking via <u>nightjet.com</u>.

D.8.2.1.4. Immediately after successfully booking a ticket via nightjet.com, we will send you a booking confirmation to the e-mail address that has been provided by you. This booking confirmation is not considered a ticket.

#### D.8.2.2. Name corrections

- D.8.2.2.1. If you made a mistake regarding the name to be entered when purchasing a ticket via nightjet.com, you can have this corrected in most cases.
- D.8.2.2.2. The name can be changed if you have not yet created your ticket as a PDF ticket or collected it from the machine.
- D.8.2.2.3. Name changes are possible for the following ticket offers:
  - B.1.1. [ $\rightarrow$  42]. Standard single ticket
  - B.1.6. [→ 48]. Sparschiene Österreich within 24 hours of booking
  - B.1.8. [→ 51]. Comfort ticket
  - B.2.1. [→ 66]. Seat reservations, with the exception of seat reservations for Österreichcard holders
- D.8.2.2.4. In order to change a name, please contact the ÖBB customer service at 05-1717.
- D.8.3. Provision and use of tickets

#### D.8.3.1. How do you receive your ticket?

- D.8.3.1.1. After successfully purchasing a ticket via <u>nightjet.com</u> you can decide how you would like to receive your ticket. The following options are available:
  - PDF ticket to print yourself
  - Pick-up at an ÖBB ticket machine or an ÖBB ticket counter in Austria



- D.8.3.1.2. Tickets purchased via <u>nightjet.com</u> are personal tickets, regardless of the manner in which you obtain these tickets. They are made out to the name(s) of the passenger(s) you have stated when booking. When the tickets are checked, the passengers stated on the ticket must produce a photo ID showing their age. If you have booked a ticket with a discount, you will also need to present the required proof.
- D.8.3.1.3. If you cannot identify yourself or prove your age, if the names of the passengers do not match the names on the ticket or if the entitlement to a discounted fare is missing, the regulations for passengers without a valid ticket as per Section A.3.2.  $[\rightarrow 18]$  apply.

#### D.8.3.2. PDF ticket to print yourself

- D.8.3.2.1. If you decide to print the PDF ticket immediately by clicking on "Create PDF ticket", it is immediately displayed on the PC screen. We will also send you a download link to the e-mail address you provided.
- D.8.3.2.2. For trips within Austria, you can also present your PDF ticket electronically. In order to display a PDF ticket on a mobile device, your device will need a PDF reader. In order to prevent counterfeiting and abuse, train attendants of other railways abroad do not accept non-printed PDF tickets on laptops, smartphones or tablet computers. It is therefore important that you always print out PDF tickets for trips to or within another country in advance.
- D.8.3.2.3. Please print the PDF ticket on white paper in A4 portrait format. It is technically not possible for the train attendants to scan and accept a ticket printed in a different format and colour. In such cases, the provisions of Section A.3.2. [ $\rightarrow$  18] for passengers without a valid ticket apply.
- D.8.3.2.4. When printing your PDF ticket, please make sure not to fold your ticket in the area of the printed bar code. This code is used to save important data about your ticket and your person which is retrieved when the ticket is checked.

#### D.8.3.3. Ticket pick-up at an ÖBB ticket machine or an ÖBB ticket counter

- D.8.3.3.1. If you decide to pick up the ticket from a stationary ÖBB ticket machine or an ÖBB ticket counter by selecting "Pick up ticket at a train station in Austria", a twelve-digit alphanumeric pick-up code will be displayed immediately. We will also send you the pick-up code to the e-mail address you have provided.
- D.8.3.3.2. The ticket can be printed out with the pick-up code at any stationary ÖBB ticket machine and any ÖBB ticket counter.

#### D.8.3.4. Misuse of PDF tickets or collected tickets

D.8.3.4.1. We reserve the right to file criminal charges against people who attempt to misuse a ticket, for example through impermissible multiple use or in the event of an unauthorised reversal of the ticket booking after demonstrable use thereof.

#### D.8.4. How you can pay

#### D.8.4.1. Credit card payment

- D.8.4.1.1. Please provide the following information when paying by credit card:
  - Name of card holder
  - Credit card number
  - Expiry date
  - Card validation code (this code is not stored by us)



• 3-D secure code and other security prompts (optional and not stored by us)

### D.8.4.2. PayPal

- D.8.4.2.1. Please provide the following information when paying with your Paypal account:
  - e-mail address
  - Password (not stored by us)

#### D.8.5. Cancellation

#### D.8.5.1. Cancellation of bookings

- D.8.5.1.1. Cancelling means that you cancel the booking of a ticket that you have not yet received as per Section D.1.3.  $[\rightarrow 88]$ .
- D.8.5.1.2. You always cancel all parts of a trip booked at <u>nightjet.com</u>.
- D.8.5.1.3. The refund conditions for the tickets as per Section B.  $[\rightarrow 42]$  apply analogously to the cancellation.
- D.8.5.1.4. If you receive a ticket as a PDF ticket as per Section D.1.3.2. [ $\rightarrow$  88], you can no longer cancel it.
- D.8.5.1.5. If you receive a ticket by picking it up from an ÖBB ticket machine or an ÖBB ticket counter as per Section D.1.3.4. [ $\rightarrow$  89], you can have it refunded at the ÖBB ticket counter in accordance with the provisions in Section B. [ $\rightarrow$  42].

#### D.8.6. Reimbursement

#### D.8.6.1. Reimbursement of tickets

- D.8.6.1.1. Tickets purchased via nightjet.com can only be refunded as per Sections A.5.5.  $[\rightarrow 33]$  and A.6.1.  $[\rightarrow 35]$ . PDF tickets that have already been received as per Section A.6.2.  $[\rightarrow 36]$  cannot be refunded.
- D.8.6.1.2. The provisions regarding the right of withdrawal in distance selling transactions do not apply to contracts for the carriage of passengers due to the standard statutory exception.

#### D.8.7. Liability

- D.8.7.1.1. Should you provide false information when booking via <u>nightjet.com</u>you are liable to us for damages resulting from your actions.
- D.8.7.1.2. Should you provide false information intentionally or engage in misuse, we will permanently exclude you from using <u>nightjet.com</u>.
- D.8.7.1.3. We cannot guarantee the uninterrupted availability of <u>nightjet.com</u>. The reason for this lies in the required technical preconditions for Internet services and telecommunication. You will not be entitled to any liability claims against us if this sales channel is not available.
- D.8.7.1.4. We do not guarantee the accuracy and completeness of the information displayed.
- D.8.7.1.5. If individual provisions are or become ineffective, this will not affect the effectiveness of the other provisions.
- D.8.7.1.6. You agree with us regarding the exclusive applicability of Austrian law. If you are not a consumer within the meaning of § 1 para. 1 no. 2 KSchG, the place of jurisdiction and ful-filment for all claims is Vienna.
- D.8.7.1.7. Your contract with us is concluded exclusively in German. Different regulations may apply to individual products and connections.



# D.9. GTC for SimplyGo!

#### D.9.1. Prerequisites for the use of SimplyGo!

#### D.9.1.1. Mobile phone requirements

- D.9.1.1.1. In order to be able to use SimplyGo!, you need a mobile phone with an activated and functioning SIM card that allows you to receive mobile data when accessing a mobile phone network.
- D.9.1.1.2. As SimplyGo! uses geolocation to determine your travel itinerary, your mobile phone needs to be able to use geolocation services with a high degree of accuracy.
- D.9.1.1.3. Please note that not all mobile phone models are able to use SimplyGo! The reason for this is that there are technical shortcomings with the location services on these models, even if they meet the basic requirements mentioned above.

#### D.9.1.2. ÖBB Ticket App

- D.9.1.2.1. SimplyGo! is a functionality within the ÖBB Ticket App. In order to use SimplyGo!, you therefore need the ÖBB Ticket App on your mobile phone.
- D.9.1.2.2. In order to always be able to use the full range of functions of the ÖBB Ticket App, please update the operating system and the ÖBB Ticket App with the latest available version.
- D.9.1.2.3. Allow the ÖBB Ticket App to access your mobile phone's location and motion sensors and to send messages.
- D.9.1.2.4. In the ÖBB Ticket App, accept the General Terms and Conditions for SimplyGo!

## D.9.1.3. ÖBB account

D.9.1.3.1. A prerequisite for using SimplyGo! is that you are logged into your ÖBB account. You also need to be at least 15 years old.

#### D.9.1.4. Registration of a credit/debit card

D.9.1.4.1. In order to be able to pay for your trips, it is necessary for you to register a credit/debit card as a means of payment for the SimplyGo! function. When doing this, the ÖBB Ticket App carries out a pre-authorisation on your credit/debit card. Only if this process can be carried out successfully will the credit/debit card be accepted by the ÖBB Ticket App. Subsequently, the pre-authorised amount is released again.

#### D.9.2. Using SimplyGo!

#### D.9.2.1. Trips for which you can use SimplyGo!

- D.9.2.1.1. With SimplyGo!, it is possible to retroactively pay for journeys between locations within Austria. For travel beyond Austria's border, please purchase your ticket for the entire journey via alternative distribution channels in accordance with the regulations in Section A.3.1. [ $\rightarrow$  15] of the Conditions of Carriage.
- D.9.2.1.2. Please note that you can also use SimplyGo! for travel between locations within Austria via the following cross-border routes:
  - Salzburg Central Station Kufstein
  - · Brennero/Brenner San Candido/Innichen
  - Loipersbach-Schattendorf Deutschkreuz
  - Baumgarten-Schattendorf Deutschkreuz



- Scharnitz Ehrwald-Zugspitzbahnhof
- D.9.2.1.3. It is also possible for you to use SimplyGo! to travel to a common border station pursuant to Section E.7. [ $\rightarrow$  127] of the Conditions of Carriage as well as to stations in Liechtenstein between Tisis and Buchs.
- D.9.2.1.4. You can use SimplyGo! on the following ÖBB means of transport in the above-mentioned area of validity:
  - · Local and long-distance ÖBB trains
  - · ÖBB buses within Austria
- D.9.2.1.5. In addition, you can travel with SimplyGo! on regional trains of the railways listed in Section B.1.1.4.2. [ $\rightarrow$  42] of the Conditions of Carriage as well as within the transport associations with all transport companies that accept tickets of the transport associations and whose timetable is stored in the ticket shop.
- D.9.2.1.6. We only sell and charge you for tickets that are also available in the ÖBB Ticketshop for a timetable-related sale.
- D.9.2.1.7. For journeys with OBB night trains, please purchase your ticket via alternative distribution channels, in accordance with the regulations in Section A.3.1. [ $\rightarrow$  15] of the Conditions of Carriage.

#### D.9.2.2. Travel authorisation

- D.9.2.2.1. In Section A.3.1.1. [→ 15] of the Conditions of Carriage, we have stated that in order to travel on our trains you need a valid ticket, which is proof of the contract of carriage. In order to issue a ticket, all relevant information is required prior to the start of the journey. With SimplyGo!, this information is not available until after the end of the journey, which is why no conventional ticket is issued.
- D.9.2.2.2. With SimplyGo!, the travel authorisation displayed in the ÖBB Ticket App is your proof of a valid transport contract. Hereinafter, the travel authorisation is also referred to as your SimplyGo! ticket. The travel authorisation applies to the person registered with their ÖBB account.
- D.9.2.2.3. For inspection purposes, the SimplyGo! ticket in the ÖBB Ticket App contains a code that is scanned and electronically verified by our staff on the train. For this, the regulations pursuant to Section A.3.1.5.  $[\rightarrow 17]$  of the Conditions of Carriage apply.

#### D.9.2.3. Commencement of the travel authorisation

- D.9.2.3.1. Before you start your journey with SimplyGo!, make sure that your mobile phone still has enough battery power for the entire duration of your journey. Also, set all functions for location services throughout the period of validity of your travel authorisation.
- D.9.2.3.2. At the first check-in of the day, ÖBB-Personenverkehr AG reserves the right to carry out a pre-authorisation on your credit/debit card in the ÖBB Ticket App with a small booking. Only after this procedure has been successfully completed is check-in possible. Subsequently, the pre-authorised amount is released again.
- D.9.2.3.3. Start your travel authorisation prior to boarding transport by dragging the slider to the right. The ÖBB Ticket App confirms a successful check-in for your journey by displaying the status message "Tracking in progress". Only then do you have a valid travel authorisation and can board the means of transport.
- D.9.2.3.4. Successfully complete check-in prior to scheduled departure and boarding. Otherwise, you will be travelling without a valid travel authorisation. In this case, you are considered a passenger without a valid ticket and will be subject to a penalty fare.



- D.9.2.3.5. Carry out the check-in prior to entering the platforms if you are travelling with transport companies where you are only allowed to enter the platforms with a valid ticket.
- D.9.2.3.6. The check-in process may take a few moments, depending on the strength of the mobile network or WiFi. Therefore, start it in good time before boarding the means of transport or entering the platform.
- D.9.2.3.7. If check-in is not possible for technical reasons, please purchase your ticket via alternative distribution channels, in accordance with Section A.3.1. [ $\rightarrow$  15] of the Conditions of Carriage.

#### D.9.2.4. Termination of the travel authorisation

- D.9.2.4.1. After you have reached your destination stop and left the means of transport, be sure to end your journey in the ÖBB Ticket App by dragging the slider to the left. The ÖBB Ticket App automatically terminates the travel authorisation as soon as a final stop has been recorded, thereby successfully completing the check-out.
- D.9.2.4.2. Immediately after successful check-out, the  $\ddot{O}BB$  Ticket App determines the preliminary price of your journey. The final price at the end of a day is calculated by the  $\ddot{O}BB$  Ticket App according to Section D.9.2.5.5. [ $\rightarrow$  112] of the Conditions of Carriage.
- D.9.2.4.3. It is very important that you end your trip by checking out. Without a checkout, we continue to record your journey and assume that you are travelling by public transport. All your movements that we can allocate to public transport will then be charged to you. We do not accept liability for any costs incurred due to a forgotten check-out.
- D.9.2.4.4. If check-out is not possible for technical reasons, please contact ÖBB Customer Service immediately. For quick processing, please have the following information at hand:
  - ÖBB account
  - Time and starting point of departure
  - · Arrival time and destination stop
  - The connections used
- D.9.2.4.5. The ÖBB Ticket App forces a check-out and thereby terminates the travel authorisation if:
  - You do not end a trip you started before midnight with a successful check-out by 4.00 a.m. the following day
  - The ÖBB Ticket App does not receive location data over a longer period of time
  - The ÖBB Ticket App does not receive a data connection over a longer period of time
- D.9.2.4.6. For forced check-out, the same applies: We do not cover the cost of journeys not made in accordance with Section D.9.2.4.3.  $[\rightarrow 111]$  of the Conditions of Carriage.
- D.9.2.4.7. If you terminate the validity of your travel authorisation prior to leaving the means of transport by checking out early, you are from that moment on a passenger without a valid ticket pursuant to Section A.3.2.  $[\rightarrow 18]$  of the Conditions of Carriage.

#### D.9.2.5. Trip determination and fare calculation

- D.9.2.5.1. The ÖBB Ticket App's SimplyGo! function collects the following data while the travel authorisation is activated:
  - Personal ID uniquely identifiable sequence of letters
  - Mobile phone model model name and software version
  - Device ID identification of the mobile phone used
  - Start and end time of each trip and its total duration

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- · GPS location data along the travel route
- WiFi networks
- Mobile network location data
- · Accelerometer data
- D.9.2.5.2. This is used to determine reference values and points that help identify the start, course and end of the journey. The ÖBB Ticket App assigns a valid public transport timetable to this mobility behaviour.
- D.9.2.5.3. Mobility behaviour is determined automatically with the check-in. You do not need to do anything else until after getting off at your destination stop. Make absolutely sure that the ÖBB Ticket App is actively running on your mobile phone the entire time.
- D.9.2.5.4. If the determination of your trip results in the wrong trip being identified and charged, you can request a correction from our customer service within 12 months of the date of travel.
- D.9.2.5.5. An optimised fare calculation is made for all journeys that you complete within a period from 04:10 a.m. on the day of travel to 04:10 a.m. on the following day. For the purposes of SimplyGo! fare calculation, a journey is considered to be the distance travelled between check-in and successful check-out as recorded by the system.
- D.9.2.5.6. In the first step, the system determines the appropriate ticket or tickets for each individual journey. This is also the basis for the calculated individual price shown for the journey. The tickets determined in this way then serve as the starting point for potential optimisation. For several journeys on the same route or in the same urban transport area, for example, a day ticket is charged instead of several individual tickets. The optimisation process does not break down the tickets for a journey into individual legs.
- D.9.2.5.7. In order to avoid interrupting night journeys beyond this period of time, for example on night buses or subways, journeys that start after midnight and continue after 4.10 am are not included in the daily settlement until the following day.
- D.9.2.5.8. The following ticket offers are taken into account in the fare calculation:
  - ÖBB standard ticket pursuant to Section B.1.1. [ $\rightarrow$  42] of the Conditions of Carriage
  - Single tickets of the Austrian transport associations as per Section E.5. [→ 126] of the Conditions of Carriage
  - Day tickets issued by the Austrian transport associations for the calendar day or for 24 hours as per Section E.5. [→ 126] of the Conditions of Carriage
- D.9.2.5.9. All discounts that you have registered in your ÖBB account in the ÖBB Ticket App are taken into account when calculating the fare. Please show your proof of eligibility for a discount during any ticket inspection.
- D.9.2.5.10. A 24-hour ticket from the previous day is also recognised on the following day when using SimplyGo!, within the specified temporal and geographical validity of the ticket.

#### D.9.2.6. Settlement

- D.9.2.6.1. All trips for one day will be charged on the following day via the credit/debit card you have registered. You will receive an e-mail the following day with detailed information on the trips and tickets invoiced as well as an input tax certificate.
- D.9.2.6.2. If we are unable to charge your credit/debit card with the outstanding amount of one day, the SimplyGo! function in the ÖBB Ticket App will be blocked for you. We will lift the suspension if we can successfully clear the outstanding amounts via a valid means of payment.



#### D.9.2.7. Open amounts

- D.9.2.7.1. If we are unable to collect the outstanding amount on the following day via your deposited credit/debit card, you will receive a payment reminder from us. You will then have the option to update your credit/debit card or to register another credit/debit card.
- D.9.2.7.2. If, despite repeated attempts, we are unable to collect the outstanding amount via your registered credit/debit card, we will send you a further reminder requesting a bank transfer.
- D.9.2.7.3. If, after sending the reminder with a request for bank transfer, the outstanding amounts are not paid within the grace period stated in the reminder letter, the claim will be handed over to a collection agency. This will result in further costs for you from the collection agency.

#### D.9.2.8. Deactivation/Block

- D.9.2.8.1. You can deactivate the SimplyGo! function in your ÖBB Ticket App if:
  - There is no travel authorisation that has been started and not yet completed
  - All past trips have been successfully invoiced and settled by you
- D.9.2.8.2. In the event of suspected misuse, we reserve the right to block the SimplyGo! function, including without prior notice. Such improper use includes:
  - The deliberate manipulation of location and movement data.
  - A late check-in as well as an early check-out.
  - The use of credit/debit cards which we are unable to charge.
  - The failure to settle outstanding invoices.
  - The disclosure of false information or the withholding of information when entering into the agreement or in the course of using the SimplyGo! feature which makes it unacceptable for us to continue this agreement.
  - Failing to refrain from serious violations of these GTC despite a warning or failing to immediately remedy consequences of such violations that have already occurred.
  - Repeatedly leaving the area of validity of the SimplyGo! function.
  - · Any other serious violation of these GTC and other fare conditions.

## D.9.3. Liability

- D.9.3.1.1. We do not bear any costs and accept no liability for mobile phone costs incurred in connection with the use of the ÖBB Ticket App and the SimplyGo! function.
- D.9.3.1.2. A lack of functionality of the ÖBB Ticket App or the SimplyGo! function does not entitle you to start a journey without valid travel authorisation. In these cases, we refer to our alternative distribution channels, in accordance with Section A.3.1. [ $\rightarrow$  15] of the Conditions of Carriage.
- D.9.3.1.3. We subject our software to rigorous tests before making it available for use. Nevertheless, in the event that our software causes direct damage to your device, we shall be liable provided the damage resulted from intentional action or gross negligence on our side. Any liability on our behalf regarding indirect or consequential damages or loss of profit as well as loss or modification of data is excluded. We accept no liability of viruses, unauthorised access, hacking or other errors regarding safety that can be traced to third parties.

## D.9.4. Closing provisions

#### D.9.4.1. Applicable law

D.9.4.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

#### D.9.4.2. Subsidiary agreements

D.9.4.2.1. There are no other additional supplements. Additional supplements must be agreed upon in writing.

#### D.9.4.3. Modifications

- D.9.4.3.1. We will inform you in writing by e-mail about any changes to the GTC. You accept the changes if you do not object in writing within 4 weeks of receiving the letter laying out the changes. In the amendment letter, we will inform you of the 4-week objection period and that the changes will take effect if you do not object to them. If you object, please deactivate the SimplyGo! function with immediate effect. This is only possible if you have no current trips and all past trips have already been successfully invoiced and paid in full. If you use the SimplyGo! feature despite objecting, we will assume that you accept the changes to the GTC and the objection will be deemed to have been withdrawn.
- D.9.4.3.2. The provisions of these General Terms and Conditions will also apply to any new versions of the software that we make available to you and that replace or supplement the current software, unless such a software change is subject to separate General Terms and Conditions.
- D.9.4.3.3. Please note that we may adjust, discontinue and limit the range of tickets and features included in SimplyGo! as we deem necessary. We also reserve the right to change procedures or requirements.
- D.9.4.3.4. Please make sure that your data is always correct and complete, as we will otherwise not be able to support you optimally with your travelling needs.

#### D.9.4.4. Time references

D.9.4.4.1. All offers and displayed time information used by our software uses Central European Time for Austria. Deviations from the time indicated on your mobile device are therefore possible.

#### D.9.4.5. Contact and queries

D.9.4.5.1. In the event of any questions, for example in cases of ambiguous passenger IDs or user behaviour, we are entitled to actively contact you via the contact data stored in the ÖBB account.

## D.10. GTC for the Jubel-Vorteilspackerl

#### D.10.1. Contract

D.10.1.1.1. The contract for the Jubel-Vorteilspackerl between you as a customer and us,  $\ddot{O}BB$ -Personenverkehr AG, hereinafter referred to as " $\ddot{O}BB$ ", comes into effect as soon as we accept your order. Prerequisite: You meet all the conditions for the Jubel-Vorteilspackerl stated in our general terms and conditions and in Section C.22. [ $\rightarrow$  82] of the handbook. The contract ends with the expiry of the period of validity of the Jubel-Vorteilspackerl and cannot be terminated during the contract period. You can use the Jubel-Vorteilspackerl to



purchase selected ticket offers at a discount, as described in Sections C.22.1.1.5.  $[\rightarrow 83]$  to C.22.1.1.12.  $[\rightarrow 84]$  of the current handbook. The gift vouchers specified in Section C.22.1.1.13.  $[\rightarrow 84]$  are not part of the Jubel-Vorteilspackerl but constitute an additional non-contractual benefit. The offers of our partner companies are exclusively subject to their own terms and conditions and terms of use.

D.10.1.1.2. The Jubel-Vorteilspackerl is valid from the date you specify when ordering and ends 12 months after that date. You pay the fee for your Jubel-Vorteilspackerl when you place your order. Should you not meet all of the requirements stated in Section C.22. [ $\rightarrow$  82] of the handbook, the contract has not been concluded and the Jubel-Vorteilspackerl is invalid. In this case you are not allowed to use the Jubel-Vorteilspackerl. Jubel-Vorteilspackerls that have been issued on the basis of incorrect information will be collected and not replaced. There is no right to any refund of the purchase price.

#### D.10.2. Issue and use of the Jubel-Vorteilspackerl

- D.10.2.1.1. In order for you to be able to order a Jubel-Vorteilspackerl, you need to create an ÖBB account and log on to it. A person logged in to the ÖBB account can only buy a Jubel-Vorteilspackerl for themselves.
- D.10.2.1.2. The Jubel-Vorteilspackerl is stored as a digital proof of discount in your ÖBB account. You can find it under "My discounts". When the Jubel-Vorteilspackerl expires or the contract is no longer valid, it is no longer visible in your ÖBB account.
- D.10.2.1.3. The product is issued in your name and is also only valid for the purchaser of the product. Misused products will be collected without replacement. There is no right to a refund of the purchase price. Cases of intentional abuse will be reported to the police.
- D.10.2.1.4. If you use the Jubel-Vorteilspackerl, please present the product during ticket inspection without being asked. The Jubel-Vorteilspackerl is only valid in conjunction with a valid photo ID.
- D.10.2.1.5. The Jubel-Vorteilspackerl cannot be purchased or combined with: Klimaticket Ö Classic, Klimaticket Ö Jugend, Klimaticket Ö Senior, Klimaticket Ö Spezial, Klimaticket Ö Bundesheer and Klimaticket Ö Zivildienst.

#### D.10.3. Changes of address and customer data

D.10.3.1.1. Please inform us immediately if your customer data changes, e.g. your name, address, email, etc. If you do not inform us, all documents and declarations sent to the last known address/e-mail address are deemed to have been received.

#### D.10.4. Modifications

D.10.4.1.1. We will inform you in writing by letter or e-mail about changes to the Jubel-Vorteilspackerl. You accept the changes if you do not object in writing within 4 weeks of receiving the letter laying out the changes. In the amendment letter, we will inform you of the four-week objection period and that the changes will take effect if you do not object to them. If you object, you can terminate the contract with immediate effect. The paid purchase price will be refunded pro rata. When the contract is no longer valid, the Vorteils-Jubelpackerl is no longer visible in your ÖBB account.

#### D.10.5. Applicable law

D.10.5.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

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### D.10.6. Liability

D.10.6.1.1. We are only liable for our employees in cases of intent and gross negligence.

#### D.10.7. Contact

D.10.7.1.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at <u>oebb.at</u>.

# D.11. GTC for the Jubelpackerl for the Klimaticket Ö

#### D.11.1. Contract

- D.11.1.1.1 The contract for the Jubelpackerl for the Klimaticket Ö between you as a customer and us, ÖBB-Personenverkehr AG, hereinafter referred to as "ÖBB", comes into effect as soon as we accept your order. Prerequisite: You meet all the conditions for the Jubelpackerl for the Klimaticket Ö stated in our general terms and conditions and in Section C.23. [ $\rightarrow$  84] of the handbook. The contract ends with the expiry of the period of validity of the Jubelpackerl for the Klimaticket Ö or upon termination in accordance with Section D.11.3. [ $\rightarrow$  116]. You can use the Jubelpackerl for the Klimaticket Ö to purchase selected ticket offers at a discount, as described in Sections C.23.1.1.5. [ $\rightarrow$  84] to C.23.1.1.8. [ $\rightarrow$  85] of the current handbook. The gift vouchers specified in Section C.23.1.1.10. [ $\rightarrow$  85] are not part of the Jubelpackerl for the Klimaticket Ö, but constitute an additional non-contractual benefit.
- D.11.1.1.2. The Jubelpackerl for the Klimaticket Ö is valid from the date you specify when ordering and ends 12 months after that date. You pay the fee for your Jubelpackerl for the Klimaticket Ö when you place your order. Should you not meet all of the requirements stated in Section C.23. [ $\rightarrow$  84] of the handbook, the contract has not been concluded and the Jubelpackerl for the Klimaticket Ö is invalid. In this case you are not allowed to use the Jubelpackerl for the Klimaticket Ö. Jubelpackerls for the Klimaticket Ö that have been issued on the basis of incorrect information will be collected and not replaced.

#### D.11.2. Issue and use of the Jubelpackerl for the Klimaticket Ö

- D.11.2.1.1. In order for you to be able to order a Jubelpackerl for the Klimaticket Ö, you need to create an ÖBB account and log on to it. You must also have a valid Klimaticket Österreich and register it in your ÖBB account. A person logged in to the ÖBB account can only buy a Jubelpackerl for the Klimaticket Ö for themselves.
- D.11.2.1.2. The Jubelpackerl for the Klimaticket Ö is stored as a digital proof of discount in your ÖBB account. You can find it under "My discounts". When the Jubelpackerl for the Klimaticket Ö expires or the contract is no longer valid, it is no longer visible in your ÖBB account.
- D.11.2.1.3. The Jubelpackerl for the Klimaticket Ö is issued in your name and is also only valid for the purchaser of the product. Misused products will be collected without replacement. There is no right to a refund of the purchase price. Cases of intentional abuse will be reported to the police.
- D.11.2.1.4. If you use the Jubelpackerl for the Klimaticket Ö, please present the product during ticket inspection without being asked. The product is only valid in conjunction with a valid photo ID and a valid Klimaticket Österreich.

## D.11.3. Termination

D.11.3.1.1. The contract for the Jubelpackerl for the Klimaticket Ö is a fixed-term contract for which, with the exception of the following provisions, there is no ordinary right of termination.



- D.11.3.1.2. You can terminate the contract for the Jubelpackerl for the Klimaticket Ö if, during the period of validity of your Jubelpackerl for the Klimaticket Ö, the validity of the associated Klimaticket Ö necessary for purchase and use ends. If we receive the notice of termination of the Jubelpackerl for the Klimaticket Ö contract prior to the expiry of the validity of your Klimaticket Ö, the period of validity of your Jubelpackerl for the Klimaticket Ö will end at the end of the period of validity of your Klimaticket Ö. If we receive the notice of termination after the end of the validity of your Klimaticket Ö, the validity of your Jubelpackerl for the Klimaticket Ö termination after the end of the day we receive the notice of termination.
- D.11.3.1.3. A valid termination requires a written notice of termination, which you hand in at an ÖBB ticket counter, send to us via oebb.at/kontakt or by mail to ÖBB Kund:innenservice, P.O. Box 75 in 1020 Vienna, Austria.
- D.11.3.1.4. We will charge a termination fee of € 16.66. If at the time of early termination your Jubelpackerl for the Klimaticket Ö has been valid for 10 months or more, the purchase price will not be refunded because it will be offset against the termination fee. If at the time of early termination your Jubelpackerl for the Klimaticket Ö has been valid for less than 10 months, you will be refunded the pro rata purchase price less the termination fee. Only the months of the validity period that have not yet started will be refunded. A new month of validity begins on the day of the month corresponding to the day of the start of validity of your Jubelpackerl for the Klimaticket Ö. The cut-off date for any reimbursement is the date of the early termination of the contract. You will receive your amount to be refunded in the form of ÖBB travel vouchers or to the means of payment you used to purchase the Jubelpackerl.

## D.11.4. Changes of address and customer data

D.11.4.1.1. Please inform us immediately if your customer data changes, e.g. your name, address, email, etc. If you do not inform us, all documents and declarations sent to the last known address/e-mail address are deemed to have been received.

#### D.11.5. Modifications

D.11.5.1.1. We will inform you in writing by letter or e-mail about changes to the Jubelpackerl for the Klimaticket Ö. You accept the changes if you do not object in writing within 4 weeks of receiving the letter laying out the changes. In the amendment letter, we will inform you of the four-week objection period and that the changes will take effect if you do not object to them. If you object, you can terminate the contract with immediate effect. The paid purchase price will be refunded pro rata. When the contract is no longer valid, the Jubelpackerl for the Klimaticket Ö is no longer visible in your ÖBB account.

#### D.11.6. Applicable law

D.11.6.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

#### D.11.7. Liability

D.11.7.1.1. We are only liable for our employees in cases of intent and gross negligence.

#### D.11.8. Contact

D.11.8.1.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at <u>oebb.at</u>.

# D.12. GTC for the ÖBB reservation discount

## D.12.1. Contract

- D.12.1.1.1 The contract for the ÖBB reservation discount between you as a customer and us, ÖBB-Personenverkehr AG, hereinafter referred to as "ÖBB", comes into effect as soon as we accept your order. Prerequisite: You meet all the conditions for the ÖBB reservation discount stated in our general terms and conditions and in Section C.24. [ $\rightarrow$  85] of the handbook. The contract ends with the expiry of the period of validity of the ÖBB reservation discount and cannot be terminated during the contract period. You can use the ÖBB reservation discount to purchase selected ticket offers at a discount, as described in Section C.24. [ $\rightarrow$  85] of the current handbook.
- D.12.1.1.2. The ÖBB reservation discount is valid from the date you specify when ordering and ends 3 months after that date. You pay the fee for your ÖBB reservation discount when you place your order. Should you not meet all of the requirements stated in Section C.24.  $[\rightarrow 85]$  of the handbook, the contract has not been concluded and the ÖBB reservation discount is invalid. In this case you are not allowed to use the ÖBB reservation discount. ÖBB reservation discounts that have been issued on the basis of incorrect information will be collected and not replaced. There is no right to any refund of the purchase price.

#### D.12.2. Issue and use of the ÖBB reservation discount

- D.12.2.1.1. In order for you to be able to order an ÖBB reservation discount, you need to create an ÖBB account and log on to it. A person logged in to the ÖBB account can only buy a ÖBB reservation discount for themselves.
- D.12.2.1.2. The ÖBB reservation discount is stored as a digital proof of discount in your ÖBB account. You can find it under "My discounts". When the ÖBB reservation discount expires or the contract is no longer valid, it is no longer visible in your ÖBB account.
- D.12.2.1.3. The product is issued in your name and is also only valid for the purchaser of the product. Misused products will be collected without replacement. There is no right to a refund of the purchase price. Cases of intentional abuse will be reported to the police.
- D.12.2.1.4. If you use the ÖBB reservation discount, please present the product during ticket inspection without being asked. The ÖBB reservation discount is only valid in conjunction with a valid photo ID.

#### D.12.3. Changes of address and customer data

D.12.3.1.1. Please inform us immediately if your customer data changes, e.g. your name, address, email, etc. If you do not inform us, all documents and declarations sent to the last known address/e-mail address are deemed to have been received.

#### D.12.4. Modifications

D.12.4.1.1. We will inform you in writing by letter or e-mail about changes to the ÖBB reservation discount. You accept the changes if you do not object in writing within 4 weeks of receiving the letter laying out the changes. In the amendment letter, we will inform you of the fourweek objection period and that the changes will take effect if you do not object to them. If you object, you can terminate the contract with immediate effect. The paid purchase price will be refunded pro rata. When the contract is no longer valid, the proof of discount is no longer visible in your ÖBB account.



## D.12.5. Applicable law

D.12.5.1.1. Our contracts are governed by Austrian law, with the exception of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).

## D.12.6. Liability

D.12.6.1.1. We are only liable for our employees in cases of intent and gross negligence.

#### D.12.7. Contact

D.12.7.1.1. Please send any declarations to ÖBB-Personenverkehr AG. You can find the contact details at <u>oebb.at</u>.

# E. Appendices

## E.1. Fees

## E.1.1. Service fee

- E.1.1.1.1. We charge this fee in the event of immediate payment of a fare on the train or bus. This applies to all tickets:
  - · that are not standard tickets and
  - that are ÖBB standard tickets, but do not include an ÖBB revenue share, for example pure international tickets or tickets for private railways in Austria.
- E.1.1.1.2. We charge this fee if you do not have a valid proof of discount and purchased a seat reservation with a discount as per Sections C.5.  $[\rightarrow 73]$ , C.22.  $[\rightarrow 82]$ , C.23.  $[\rightarrow 84]$  and C.24.  $[\rightarrow 85]$ .
- E.1.1.1.3. The fee is € 3.00.
- E.1.1.1.4. The fee includes 10 % VAT.

## E.1.2. Penalty fares

- E.1.2.1.1. We charge a penalty fare to passengers without a valid ticket.
- E.1.2.1.2. The fee is € 105.00.
- E.1.2.1.3. The fee includes a fare of  $\in$  17.50, including 10 % VAT. The remaining fee includes 0 % VAT.

#### E.1.3. Processing fee if payment is not made immediately

- E.1.3.1.1. We charge this processing fee if the ticket, Penalty fares, Cleaning costs, Penalty fee or Penalty fee for the misuse of emergency facilities is not paid immediately.
- E.1.3.1.2. The fee is € 30.00.
- E.1.3.1.3. The fee includes 0 % VAT.

#### E.1.4. Processing fee for children and adults under the age of 18

- E.1.4.1.1. We charge this processing fee for children and adults under the age of 18 for the subsequent submission of an ID card.
- E.1.4.1.2. The fee is  $\in$  5.00.
- E.1.4.1.3. The fee includes 10 % VAT.

#### E.1.5. Processing fee for subsequent verification

- E.1.5.1.1. We charge the processing fee for the subsequent verification of the validity of an annual ticket, an Österreichcard, a free pass for school students, a free pass for apprentices or a Vorteilscard.
- E.1.5.1.2. The fee is € 10.00.
- E.1.5.1.3. The fee includes 10 % VAT.

#### E.1.6. Dunning costs

- E.1.6.1.1. We charge dunning costs for the reminder for a charge, fee or fine.
- E.1.6.1.2. The dunning fee is  $\in$  18.00.
- E.1.6.1.3. Dunning costs include 0 % VAT.

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# E.1.7. Cleaning costs

- E.1.7.1.1. We charge this amount if our trains have been soiled and need to be cleaned by us or third parties.
- E.1.7.1.2. The fee is € 90.00.
- E.1.7.1.3. The fee includes 0 % VAT.

#### E.1.8. Penalty fee

- E.1.8.1.1. We charge this fee for unacceptable, improper behaviour. Among other things, this includes:
  - smoking
  - any action or activity that poses a danger to other passengers or causes a nuisance to them
  - · handling fire, sharp and/or pointed objects and the like
  - damaging ÖBB property
- E.1.8.1.2. This applies in particular to non-compliance with the provisions of the applicable health and safety regulations and laws, to the extent that these regulate the use of means of mass transport.
- E.1.8.1.3. The fee is € 40.00.
- E.1.8.1.4. The fee includes 0 % VAT.

#### E.1.9. Penalty fee for the misuse of emergency facilities

- E.1.9.1.1. We charge this fee for the misuse of emergency facilities, e.g. unjustified pulling of the emergency brake, unjustified pressing of the emergency button or triggering of the fire alarm.
- E.1.9.1.2. The fee is € 90.00.
- E.1.9.1.3. The fee includes 0 % VAT.

#### E.1.10. Service fee for printing information

- E.1.10.1.1. We charge this fee for printing information that is not directly related to a ticket purchase.
- E.1.10.1.2. The fee is 1 Euro.
- E.1.10.1.3. The fee includes 20 % VAT.

#### E.1.11. Service fee for sending travel documents

- E.1.11.1.1. We charge this fee for sending travel documents.
- E.1.11.1.2. The fee is € 5.00.
- E.1.11.1.3. The fee includes 10 % VAT.

#### E.1.12. Service fee for the purchase of tickets of foreign railways

- E.1.12.1.1. We charge this fee for the purchase of tickets for SBB (Switzerland), SNCF (France) and RENFE (Spain).
- E.1.12.1.2. The fee is  $\in$  5.00.
- E.1.12.1.3. The fee includes 20 % VAT.



#### E.1.13. Service fee for the replacement issue of a lost Vorteilscard or Österreichcard

- E.1.13.1.1. We charge this fee for the reissue of a lost Vorteilscard or Österreichcard. This also applies to temporary cards. It does not apply to Vorteilscards issued free of charge as per Section C.5.3.1.2.  $[\rightarrow 74]$ .
- E.1.13.1.2. The fee is € 15.00.
- E.1.13.1.3. The fee includes 10 % VAT.

### E.1.14. Service fee for shunting

- E.1.14.1.1. We charge this fee for shunting services for motorail trains, for each 15 minutes or part thereof.
- E.1.14.1.2. The fee is € 45.00.
- E.1.14.1.3. The fee includes 20 % VAT.

#### E.1.15. Service fee for fare confirmation

- E.1.15.1.1. We charge this fee for issuing an official fare confirmation without you buying a ticket.
- E.1.15.1.2. The fee is € 5.00.
- E.1.15.1.3. The fee includes 20 % VAT.

## E.2. - to remain empty -

## E.3. Access regulations for persons with limited mobility

E.3.1.1.1. <u>oebb.at/de/reiseplanung-services/barrierefrei-reisen/mobilitaetsservice</u>

## E.4. List of stations grouped to urban transport stations

#### Vienna

E.4.1.

E.4.1.1.1.

The urban transport station Vienna includes the following train stations:

- WIEN WESTBF
- WIEN HAUPTBAHNHOF
- WIEN PENZING
- WIEN WOLF IN DER AU
- WIEN HUETTELDORF
- WIEN HADERSDORF
- WIEN WEIDLINGAU
- PURKERSDORF-SANAT.
- WIEN BREITENSEE
- WIEN OTTAKRING
- WIEN HERNALS
- WIEN GERSTHOF
- WIEN KROTTENBACHSTRASSE
- WIEN OBERDOEBLING

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• WIEN SPEISING

- WIEN HANDELSKAI
- WIEN FRANZ-JOSEFSBF
- WIEN SPITTELAU
- WIEN HEILIGENSTADT
- WIEN NUSSDORF
- KAHLENBERGERDORF
- BRUENNER STRASSE
- WIEN JEDLERSDORF
- WIEN STREBERSDORF
- WIEN PRATERSTERN
- WIEN TRAISENGASSE
- WIEN FLORIDSDORF
- WIEN SIEMENSSTRASSE
- WIEN LEOPOLDAU
- WIEN SUESSENBRUNN
- WIEN MITTE
- WIEN RENNWEG
- WIEN QUARTIER BELVEDERE
- WIEN HAUPTBAHNHOF
- WIEN MATZLEINSDORFERPLATZ
- WIEN HAIDESTRASSE
- WIEN SIMMERING
- WIEN PRATERKAI
- WIEN STADLAU
- GERASDORF
- WIEN ASPERN NORD
- WIEN ERZHERZOG KARL-STR.
- HIRSCHSTETTEN
- SCHWECHAT
- WIEN GRILLGASSE
- KLEDERING
- WIEN GEISELBERGSTRASSE
- WIEN KAISEREBERSDORF
- WIEN ST. MARX
- ZENTRALFRIEDHOF



- WIEN MEIDLING
- WIEN HETZENDORF
- WIEN ATZGERSDORF
- WIEN LIESING
- WIEN BLUMENTAL

#### E.4.2. St. Pölten

E.4.2.1.1.

#### The urban transport station St. Pölten includes the following train stations:

- POTTENBRUNN
- ST. PÖLTEN CENTRAL STATION
- UNTERRADLBERG
- ST. GEORGEN AM STEINFELDE
- ST. PÖLTEN KAISERWALD
- ST. PÖLTEN TRAISENPARK
- ST. PÖLTEN PORSCHESTRASSE
- VIEHOFEN
- OBERRADLBERG
- ST. PÖLTEN BILDUNGSCAMPUS

#### E.4.3.

E.4.3.1.1.

The urban transport station Linz includes the following train stations:

- LINZ PICHLING
- LEONDING

Linz

- LINZ FRANCKSTRASSE
- LINZ WEGSCHEID
- LINZ EBELSBERG
- LINZ HBF
- LINZ OED
- LINZ URFAHR

#### E.4.4. Salzburg

E.4.4.1.1.

The urban transport station Salzburg includes the following train stations:

- SALZBURG KASERN
- SALZBURG SOUTH
- SALZBURG CENTRAL STATION
- SALZBURG MUELLN-ALTSTADT
- SALZBURG AIGLHOF
- SALZBURG SAM



- SALZBURG GNIGL
- SALZBURG PARSCH
- SALZBURG AIGEN
- SALZBURG TAXHAM EUROPAPARK
- SALZBURG LIEFERING

#### E.4.5. Innsbruck

E.4.5.1.1.

#### The urban transport station Innsbruck includes the following train stations:

- INNSBRUCK-HOETTING
- ALLERHEILIGENHOEFE
- INNSBRUCK CENTRAL STATION
- INNSBRUCK WEST STATION
- INNSBRUCK MESSE
- KRANEBITTEN

Graz

#### E.4.6.

E.4.6.1.1.

- The urban transport station Graz includes the following train stations:
  - FELDKIRCHEN-SEIERSBERG
  - GRAZ PUNTIGAM
  - GRAZ DON BOSCO
  - GRAZ OSTBAHNHOF MESSE
  - GRAZ LIEBENAU MURPARK
  - JUDENDF-STRASSENGEL
  - FLUGHAFEN GRAZ-FELD
  - RAABA
  - GRAZ HBF

### E.4.7. Klagenfurt

E.4.7.1.1.

The urban transport station Klagenfurt includes the following train stations:

- KLAGENFURT OSTBF.
- KLAGENFURT LEND
- KLAGENFURT ANNAB.
- KRUMPENDORF
- KLAGENFURT HBF
- KLAGENFURT EBENTHAL
- KLAGENFURT WEST
- KLAGENFURT SÜD



# E.5. Transport associations in Austria

#### E.5.1. Transport association eastern region

- E.5.1.1.1. Verkehrsverbund Ost-Region (VOR) Gesellschaft m.b.H. Management for Vienna, Lower Austria and Burgenland Europaplatz 3/3A 1150 Vienna
- E.5.1.1.2. <u>www.vor.at</u>

#### E.5.2. - to remain empty -

#### E.5.3. Transport association Upper Austria

- E.5.3.1.1. OÖ Verkehrsverbund-Organisations GmbH Nfg. & Co KG Volksgartenstraße 15/4 4020 Linz
- E.5.3.1.2. <u>www.ooevv.at</u>

## E.5.4. Transport association Salzburg

- E.5.4.1.1. Salzburger Verkehrsverbund GmbH Schallmooser Hauptstraße 10 Postfach 74 5027 Salzburg
- E.5.4.1.2. www.svv-info.at

#### E.5.5. Transport association Tyrol

- E.5.5.1.1. Verkehrsverbund Tirol GesmbH Sterzinger Straße 3
- 6020 Innsbruck E.5.5.1.2. www.vvt.at

# E.5.6. Transport association Vorarlberg

- E.5.6.1.1. Verkehrsverbund Vorarlberg GmbH Herrengasse 12 6800 Feldkirch
- E.5.6.1.2. www.vmobil.at

### E.5.7. Transport association Styria

- E.5.7.1.1. Verkehrsverbund Steiermark GmbH Metahofgasse 16 8020 Graz
- E.5.7.1.2. www.verbundlinie.at

#### E.5.8. Transport association Carinthia

E.5.8.1.1. Verkehrsverbund Kärnten GmbH



Bahnhofplatz 5

9020 Klagenfurt

E.5.8.1.2. <u>www.kaerntner-linien.at</u>

# E.6. Contact details for the Agency for Passenger Rights (apf)

E.6.1.1.1. Agentur für Passagier und Fahrgastrechte (apf) Linke Wienzeile 4/1/6 1060 Wien www.apf.gv.at

# E.7. Communal train stations

E.7.1.1.1.

ÖBB's network includes the following communal train stations:

- · Buchs SG
- St. Margrethen
- Lindau (Bodensee) Reutin
- Kufstein
- Salzburg Central Station
- Passau Central Station
- Simbach (Inn)
- Sopron
- Tarvisio Boscoverde
- San Candido/Innichen
- Brennero/Brenner