Guide for travelling with ÖBB in Italy

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.

The provisions of this guide apply when you are travelling on a train operated by ÖBB-Personenverkehr AG in Italy (domestic route).

For cross-border travel with ÖBB-Personenverkehr AG, the international conditions of carriage and fare conditions SCIC-NT and GCC-CIV/PRR apply exclusively. Further information on this can be found at https://www.oebb.at/tarife (international rates).

Your rights and obligations arising from the contract of carriage for trips within Italy are set out in the Conditions of Carriage in Section A. $[\rightarrow 6]$.

Section B. [\rightarrow 23] provides information about the tickets we offer, as well as the according terms of use.

In Section C. [\rightarrow 32], "Customer groups", you can read all about possible discounts on ticket prices.

Section D. [\rightarrow 34] provides information on data protection regulations and the general terms and conditions for the online purchase of tickets via <u>shop.oebbtickets.at</u> and the ÖBB app.

In Section E. [\rightarrow 35], you will find an overview of the fees as well as the trains operated by ÖBB-Personenverkehr AG in Italy.

In order to ensure that this guide is easy to read and understand, we use the terms "customer" and "employee" for both genders. 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 +43 5 1717. On the Internet, you will find information on travelling with ÖBB at <u>oebb.at</u>.

Your ÖBB

Revision history

Item	Revision
A. [→ 6]- E. [→ 35]	Change of tickets.oebb.at to <u>shop.oebbtickets.at</u>
A. [→ 6]- E. [→ 35]	Addition of nightjet.com as an additional sales channel
A. [→ 6]- E. [→ 35]	Adaptation of wording – standard ticket single ticket for adults instead of passengers
A.3.1.3. [→ 7]	Amendment regarding tickets for specified means of transport and pas- sengers
A.3.5.2.6.	Repeal of the Italian Government's provisions regarding Covid-19
A.4. [→ 14]	Amendment regarding luggage and items
A.4.2. [→ 15]	Amendment regarding bicycles
A.5. [→ 17]	Amendments regarding delays according to EU regulation
A.7. [→ 21]	Update EU Regulation No. 2021/782
A.8. [→ 22]	Amendment regarding lost objects
D.2.	Deletion of provision on data protection
E.2. [→ 36]	Update of the list of ÖBB trains in Italy



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. Long-distance transport

A.1.4.1.1. Our long-distance train types are Railjet (RJ) and Railjet Express (RJX).

A.1.5. Night trains

A.1.5.1.1. Our train category for night trains is the Nightjet (NJ).

A.1.6. Passengers with limited mobility

A.1.6.1.1. 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.1.7. ÖBB ticket counter

A.1.7.1.1. ÖBB ticket counters are ticket counters operated directly by ÖBB at Austrian train stations.

A.1.8. Agencies

A.1.8.1.1. Agencies have limited access to ÖBB's distribution system and therefore cannot offer all services.

A.1.9. Sales partners

A.1.9.1.1. Sales partners have their own distribution system. The following services can be offered: ticket sales, refunds and processing of applications for passenger rights.

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 passengers and us. They apply to the carriage of passengers, their animals, luggage and bicycles on our trains on domestic routes within Italy, as per Section E.2. $[\rightarrow 36]$.
- A.2.1.1.2. For cross-border trips, please refer to the generally applicable international conditions of carriage and fare conditions SCIC-NRT and GCC-CIV/PRR which can be found at<u>www.oebb.at</u>(international rates).



A.2.1.1.3. Our Conditions of Carriage and Terms of Use for tickets in accordance with Section B. $[\rightarrow 23]$ 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 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.oebbtickets.at</u> or within the ÖBB app
 - You buy your ticket from one of our sales partners

If you book your trip via <u>shop.oebbtickets.at</u> or the ÖBB app, you must ensure that you receive your ticket prior to departure in one of the following forms:

- PDF ticket to print yourself
- Mobile phone ticket for display on your smartphone within the ÖBB App
- Ticket pick-up at an ÖBB ticket machine or an ÖBB ticket counter in Austria
- A.3.1.1.3. 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.3.1.2. Tickets for long-distance and night trains

A.3.1.2.1. 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. Please note that you pay the on-board price when purchasing the ticket on the train. This consists of the fare and a service fee, as specified in Section E.1.1. [\rightarrow 35].

A.3.1.3. Tickets for specified means of transport and passengers

- A.3.1.3.1. Tickets linked to specific trains are only valid on the trains for which they were purchased. You can only travel on the trains indicated on the ticket. The ticket is not valid on any other train. The restriction of the validity to certain trains can be found in the Terms of Use for the tickets in Section B. $[\rightarrow 23]$.
- A.3.1.3.2. We cancel the limitation to a certain train if the use of the original connection is not possible because:
 - · the train was cancelled,
 - · you miss your connecting train due to a delay or
 - the train 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.



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- A.3.1.3.3. 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.3.1.3.4. 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. Ticket inspections

- A.3.1.4.1. Please keep your ticket safe it may also be checked any time after your journey, until you have left the platform access.
- A.3.1.4.2. We inspect tickets manually or electronically by scanning the QR code. During a ticket inspection, you show your ticket and, upon request, also your proof of identity or your discount card to our staff.
- A.3.1.4.3. 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.3.1.4.4. If you are travelling with an invalid ticket or an invalid discount card as per Section A.3.2.1.1. $[\rightarrow 8]$, 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.3.1.5. Where can you buy our tickets?

- A.3.1.5.1. You can obtain the tickets for our trains from the following points of sale:
 - ÖBB ticket counter
 - at <u>shop.oebbtickets.at</u>
 - · ÖBB ticket vending machine
 - Customer service +43 5 1717.
 - ÖBB app
 - · From agencies selling ÖBB tickets
 - · From the staff on our long-distance and night trains
 - From one of our sales partners
- A.3.1.5.2. You can obtain the prices for our tickets in our electronic sales systems, at ÖBB ticket counters or from our customer service at +43 5 1717.
- A.3.1.5.3. 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.3.1.5.4. Please note the following regarding the issuance of replacement tickets at an ÖBB ticket counter in Austria: 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

A.3.2.1. When is your ticket invalid?

A.3.2.1.1. Your ticket is invalid if



- the use does not comply with the fare conditions as per Section B. [→ 23], especially if the validity period of your ticket has already expired,
- the content was changed, e.g. change of date or photo,
- the ticket was suspended due to a qualified delay in payment and
- the ticket 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,
 - 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 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 cannot present a valid ticket, you will be subject to a penalty fare, as specified in Section E.1.2. [\rightarrow 35]. 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 to your destination station, however no further than the last stop in Italy.
- 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 point in time, it is increased by the processing fee specified in Section E.1.3. [\rightarrow 35]. In this case, you need to present your photo identification card including proof of age to our employee. They will then record your data and address.
- A.3.2.2.3. We will subsequently charge you a penalty fee as per Section E.1.2. [\rightarrow 35], as well as a processing fee as per Section E.1.3. [\rightarrow 35], if you reverse your ticket purchase in the ÖBB app despite demonstrably having used it, in accordance with Section A.3.2.1.3. [\rightarrow 9]
- 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 35], 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.3.2.3. 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, they purchase a ticket with a service fee on the train, as specified in Section E.1.1. [\rightarrow 35].



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 comfort ticket for children or adults under the age of 18, as well as a processing fee as per Section E.1.4. $[\rightarrow 35]$.

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:
 - · Blind passengers and passengers with a strong visual impairment and
 - 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:
 - · Passengers who, due to their advanced age, are unable to operate a machine
 - Passengers who, due to limited manual or mental capacity, are unable to operate a machine
- A.3.2.4.3. For the passengers listed under A.3.2.4.1. [\rightarrow 10] and A.3.2.4.2. [\rightarrow 10], we also do not charge the service fee as per Section E.1.1. [\rightarrow 35] 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 destination station more easily and without barriers by taking a detour to the booked route.

A.3.2.5. Passengers without a personalised ticket

- A.3.2.5.1. If you have forgotten a ticket issued in your name or cannot present it during a ticket inspection on the train for other reasons, you have the option of purchasing a ticket without discounts as per Section A.3.1.1.2. [\rightarrow 7] from our employees on our 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. With a copy of your original 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 price for the ticket purchased on the train after deduction of the processing fee specified in Section E.1.5. $[\rightarrow 35]$.
- A.3.2.5.3. If you cannot purchase a ticket on the train, we will charge a penalty fare as per Section A.3.2.2. $[\rightarrow 9]$. On the receipt, we will note that you were not able to present a ticket issued in your name. If you then send a copy of the forgotten ticket to the address on the receipt within 13 days, we will reduce the penalty fare to the amount of the processing fee as per Section E.1.5. $[\rightarrow 35]$.

A.3.2.6. - to remain empty -

A.3.2.7. Passengers without a photo identification card

A.3.2.7.1. If you have forgotten the photo ID with proof of age to go along with your discount card or cannot present it during a ticket inspection on the train for other reasons, you have the option of purchasing a comfort ticket without discounts as per Section A.3.1.2.1. $[\rightarrow 7]$ from our employees on 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.3.2.7.2. If you do not purchase a ticket on the train, we will charge a penalty fare as per Section A.3.2.2. $[\rightarrow 9]$.
- A.3.2.7.3. Since we cannot determine your identity at any time, we will not be able to refund yourpayments made as per Section A.3.2.7.1. $[\rightarrow 10]$ and A.3.2.7.2. $[\rightarrow 11]$ geleisteten Zahlungen.

A.3.3. Travelling infants and children

- A.3.3.1.1. Infants travel free of charge and without tickets on our trains.
- A.3.3.1.2. On our long-distance trains, 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. Information on the scope of the assistance options is available on our homepage at <u>www.oebb.at/barrierefrei</u> as well as from the ÖBB customer service at +43 5 1717.
- A.3.4.1.2. 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<u>oebb.at</u>.
- A.3.4.1.3. On night trains with multifunctional carriages, persons in wheelchairs are also able to travel comfortably in a couchette compartment.
- A.3.4.1.4. You can take the following orthopaedic aids along on our trains free of charge:
 - Mechanical or electric wheelchairs
 - · Walking frames
 - Multi-track electric scooters
- A.3.4.1.5. 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.3.4.1.6. 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.3.4.1.7. 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.3.4.1.8. Service dogs are specially trained to assist persons with disabilities. These are signal 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.3.4.1.9. Service dogs travel 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 48 hours prior to departure, either by telephone at +43 5 1717 or via<u>oebb.at/kontakt</u>. 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 36].
- A.3.5.1.3. All areas of our trains are non-smoking areas. The smoking ban also includes e-cigarettes. Smokers will receive a fine as per Section E.1.8. $[\rightarrow 36]$.
- A.3.5.1.4. Please help us keep our trains clean and free of damage. Anyone who damages our trains or makes them dirty will have to pay a repair and cleaning fee as specified in Section E.1.7. [\rightarrow 35]. 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, 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 36].
- 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. $[\rightarrow 36]$.
- 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 35]. In this case, you need to present your photo identification card including proof of age to our employee. 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. If you offer or sell goods, you can be fined in accordance with Section E.1.8. $[\rightarrow 36]$.

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 10:00 p.m. onwards. If a compartment user already wishes to go to bed at 9:00 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.
- 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 will gladly allow you to travel on our trains, 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, our employees may deny you access to our trains.
- 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 12] and A.3.5.3. [\rightarrow 13],
 - · 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.

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. $[\rightarrow 36]$.



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- 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. $[\rightarrow 35]$ 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.3.5.4.3. We will also, without exception, press charges against any person misusing safety and emergency equipment.

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, 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. $[\rightarrow 14]$ 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. [→ 15].
 - · 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.4.2.1.2. $[\rightarrow 15]$ apply.
- 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 on trains under Italian law and that do not present a risk to you, other passengers or our trains. 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.4.1.1.3. $[\rightarrow 14]$, 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.4.1.1.3. $[\rightarrow 14]$ or in case you do not agree to have them checked as per Section A.4.1.1.5. $[\rightarrow 14]$, our employees are authorised to deny you access to our trains.

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 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 offices as per Section A.8. [\rightarrow 22].

A.4.1.3. Supervision and liability

- A.4.1.3.1. Please keep an eye on your luggage yourself or secure it accordingly.
- A.4.1.3.2. With regard to the following circumstances, we are exclusively liable as specified in Section A.7.1.1.1. $[\rightarrow 21]$:
 - Damage to luggage
 - Theft or loss of your luggage
 - Personal injury caused by your luggage
 - Dirt on other passengers' clothing or items caused by your luggage

A.4.2. Bicycles

A.4.2.1. How you can take your bicycles along

- A.4.2.1.1. 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 14] On trains as per Section A.4.2.1.5. [\rightarrow 16], 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.4.2.1.2. 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.4.2.1.3. On long-distance and night trains, 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.4.2.1.4. On all our trains 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.4.2.1.5. 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 longdistance trains include these special carriages from the ÖBB ticket counters or the customer service at +43 5 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.4.2.1.3. [\rightarrow 16] due to the limited space available.
- A.4.2.1.6. 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 15] If bicycles are too large or if there are too many bicycles/bicycle trailers or bicycles/bicycle trailers without reservations, 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 bicycles and bicycle trailers to the station staff, and they can be picked up at the lost and found office in Austria. Always follow the instructions given by our employees.
- A.4.2.1.7. Please always load your bicycle yourself. In the carriages with special luggage compartments for bicycles, our train attendants will assist you during loading, if necessary.

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, secure it accordingly and prevent it from 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. With regard to the following circumstances, we are exclusively liable as specified in Section A.7.1.1.1. $[\rightarrow 21]$:
 - Damage to the bicycle
 - Theft or loss of your bicycle
 - · Personal injury caused by your bicycle
 - Dirt on other passengers' clothing or items caused by your bicycle



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.4.2.1.7. [\rightarrow 16] or when the passengers use a sleeper or couchette compartment, liability is governed by the provisions for luggage pursuant to Annex I to Regulation EU 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.4.2.1.6. [\rightarrow 16] 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 14].
- 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 23]. 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. $[\rightarrow 17]$ and A.4.3.1.2. $[\rightarrow 17]$ 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.

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. $[\rightarrow 15]$ 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

A.5.1.1. Compensation for delays for long-distance and night train 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. 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. If the contract of carriage was concluded for a round trip, the compensation for a delay that occurred either on the outward trip or on the return trip is calculated based on half of the fare paid. Similarly, the price of a delayed service offered under any other contract of carriage comprising several successive route sections will be calculated pro rata to the full price.

A.5.1.2. Under what circumstances will you not receive a compensation for delays?

A.5.1.2.1.

- You are not entitled to a compensation for delays if:
 - you are informed about possible delays prior to buying your ticket



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- 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.
- the delay, missed connection or cancellation of a train is a direct result of or inextricably linked to the following circumstances:
 - 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.5.1.3. Where can you receive the confirmation of delay?

A.5.1.3.1. 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 our electronic timetable information system Scotty, and print out the displayed confirmation of delay.
- up to 7 days after the trip at any ÖBB ticket counter in Austria
- after 7 days, you can obtain a confirmation of delay from the ÖBB customer service at +43 5 1717 or at<u>www.oebb.at/kontakt</u>.

A.5.2. Assistance in the event of delays and train cancellations

- A.5.2.1.1. If we have a delay of 60 minutes or more, we will take all reasonable and appropriate measures, if available or reasonably obtainable, to remedy your situation. Please contact the ÖBB customer service in writing.
- A.5.2.1.2. If the train you are travelling on stands still on a route section for more than 60 minutes, we will do everything we can to take you to a nearby station or your destination station as quickly as possible.
- A.5.2.1.3. 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 – you have the following options:
 - 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 an amount of up to € 50.00.
- A.5.2.1.4. 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.5.3. Reimbursement in the event of a train cancellation or a delay

A.5.3.1.1. If it can be reasonably assumed that you will reach your destination station with a delay of 60 minutes or more or not at all, you can choose:



A.5.3.1.2.	You 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 your return journey to the point of 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.
A.5.3.1.3.	In particular, you can reasonably expect a delay or a train cancellation as per Section A.5.3.1.1. [\rightarrow 18] 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
	 timetable information provided by the booking systems of our sales points <u>oebb.at</u>.
A.5.3.1.4.	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 a different comfort category, another ÖBB train or a longer period of validity.
A.5.3.1.5.	Upon request, we will certify the missed connection, the delay or the cancellation of the train.
A.5.4.	How you can obtain your compensation for delays or refund
A.5.4.1.1.	If you are entitled to compensation or a refund according to Section A.5. [\rightarrow 17], 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.5.4.1.2.	With this application, you can also assert claims for compensation according to Section A.5.2.1.3. [\rightarrow 18].
A.5.4.1.3.	Please enclose the following with the application: tickets, receipts for incurred and reimbursable costs as per Section A.5.3. [\rightarrow 18], as well as any confirmations of delays, either as originals or as copies. 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. If they match, the copy and the original will receive a submission note.
A.5.4.1.4.	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 de- duction for reimbursement.
A.5.4.1.5.	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. The cash refund will be transferred to your account without any deductions. Both will take place within one month. If you choose a voucher, we will send it to you. The voucher is valid for 10 years from the date of its issue and can only be redeemed at ÖBB.
A.5.4.1.6.	For tickets which you paid by credit card, we will refund the amount to the credit card.

A.5.4.1.7. 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.5.4.1.8. 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.5.4.1.9. We round amounts up to the next full ten cents. In the event of compensation as per Section A.5.1. [\rightarrow 17] and A.5.2. [\rightarrow 18], 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 train attendants. 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. $[\rightarrow 6]$ or the Conditions of Use in Section B. $[\rightarrow 23]$ 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 23] of this handbook.

A.6.3. How you can obtain your refund

- A.6.3.1.1. You can apply for a fare refund directly at one of our ticket counters. Please enclose the following with the application as originals:
 - For reimbursements as per Section A.6.1. [→ 20], tickets, reservations and certificates of non-use.
 - For reimbursements as per Section A.6.2. [→ 20], tickets and reservations with any inspection and revision notes.
- A.6.3.1.2. Without the originals, we will not be able to process your application and unfortunately have to deny your claims.
- A.6.3.1.3. Please apply 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. [\rightarrow 35], with the exception of Section E.1.2. [\rightarrow 35], 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.
- 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. Liability

A.7.1. Liability of the railway

- A.7.1.1.1 We are only liable to our passengers in case of intent or gross negligence. In the event 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 15], A.4.2.2. [\rightarrow 16] and A.4.3.2. [\rightarrow 17]. The provisions of Italian law as well as <u>Regulation (EU) No. 2021/782</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.7.1.1.2. 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.7.1.1.3. 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.7.1.1.4. We are liable to the passenger for any damage caused by the fact that the journey cannot be continued on the same day due to cancellation, delay or failure to make the connection, or that under the given circumstances continuation on the same day is not reasonable. The compensation includes the costs reasonably incurred by the passenger in connection with the overnight stay and with the notification of the persons expecting him or her.

We are exempt from this liability if the cancellation, delay or failure to make connections is due to one of the following causes:

- circumstances not connected with the operation of the railway, which the carrier, in spite of having taken the care required in the particular circumstances of the case, was not able to avoid and the consequences of which it was unable to avoid,
- fault of the passenger, or
- behaviour of a third person, which the carrier, in spite of having taken the care required in the particular circumstances of the case, was not able to avoid and the consequences of which it was unable to avoid; another company using the same railway infrastructure shall not be considered as a third party; rights of recourse shall not be affected.

Whether and to what extent we are liable to pay compensation for damages other than those provided for in paragraph 1 shall be governed by national law.



A.7.2. Liability for ÖBB employees

A.7.2.1.1. We are only liable for our employees in relation to bookings and reservations in cases of intent and gross negligence. We shall be liable for our employees and for other persons whose services we make use of in the performance of the carriage, insofar as these employees and other persons act in the performance of their duties. The operators of the railway infrastructure on which the transport takes place shall be deemed to be persons whose services ÖBB-Personenverkehr AG uses as the carrier for the performance of the transport service.

A.7.3. Passengers' liability

A.7.3.1.1. 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 and the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) or violate these Conditions of Carriage.

A.8. Lost objects

A.8.1.1.1.

If you have lost or forgotten something on the following trains, please contact one of the following service facilities:

• Railjet via Tarvis RJ 130/131 and RJ 132/133

For these trains, it is possible to search for lost items at the public lost property offices at www.fundamt.gv.at.

ÖBB Nightjet

If lost objects are found by employees of NewrestWL, the employees bring such lost objects to Vienna. Every Thursday, NewrestWL hands over these objects to ÖBB. Customers can contact ÖBB Lost & Found at +431/93000-22 2 22.

If lost items are found by employees in Italy, the items are handed in to the respective communities. In order to locate the lost property office in question, please search on the Internet for "Ufficio Oggetti Rinvenuti" and the name of the municipality or train station.

A.9. Applicable Law and Court of Jurisdiction

A.9.1.1.1.

Our contracts of carriage are governed by Italian law, under exclusion of the referring statutes of international private law and the UN Sales Convention. The place of performance and jurisdiction is Milan, except in the case of a consumer transaction under Italian Legislative Decree No. 206/2005 ("Consumer Code").

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 180 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.1.1.3. 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.

B.1.1.4. For which area can you buy this ticket?

B.1.1.4.1. This ticket is available for all routes within Italy on which ÖBB trains run.

B.1.1.5. Where is this ticket valid?

- B.1.1.5.1. The ticket is only valid for a single trip along the route of your booked trains and connections.
- B.1.1.5.2. The route is indicated on the ticket.
- B.1.1.5.3. You cannot use any other route.

B.1.1.6. On which trains is this ticket valid?

B.1.1.6.1. This ticket is valid for $\ddot{O}BB$ trains as per Section E.2. [\rightarrow 36].

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.1.5. $[\rightarrow 29]$ 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.
- B.1.1.9. What reimbursement options are available 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.

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B.1.1.10. Where can you buy this ticket?

B.1.1.10.1.

- You can buy this ticket at the following points of sale:
 - ÖBB ticket counter
 - shop.oebbtickets.at
 - Customer service +43 5 1717
 - ÖBB app
 - ÖBB ticket vending machines
 - · From the staff on our long-distance and night trains
 - Our sales partners
 - From agencies selling ÖBB tickets

B.1.1.11. For which customer groups is this offer available?

- B.1.1.11.1. This ticket is available for the customer groups Children, Adults, Groups, Passengers with disabilities with companions, Passengers with disabilities in wheelchairs, Dogs and Bi-cycles.
- B.1.2. Sparschiene

B.1.2.1. When is this ticket offer available?

B.1.2.1.1. This ticket offer is available until revoked.

B.1.2.2. How long in advance can you buy this ticket?

- B.1.2.2.1. 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 ticket up until the end of the current timetable.
- B.1.2.2.2. You can buy this ticket until the limited allotment for the respective train journey is sold out; at the latest, however, until 1 minute before the departure of the train.

B.1.2.3. When and for how long is this ticket valid?

- B.1.2.3.1. This ticket is linked to a certain train, as specified in Section A.3.1.3. $[\rightarrow 7]$. It is only valid on the day of validity, and only for the trains and seats booked. The respective information can be found on the ticket.
- B.1.2.3.2. This ticket is not valid on any other train.
- B.1.2.3.3. You cannot interrupt your journey in between.
- B.1.2.3.4. 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.1.2.3.5. 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. $[\rightarrow 8]$ apply.

B.1.2.4. For which area can you buy this ticket?

B.1.2.4.1. This ticket is available for all routes within Italy on which ÖBB trains run.

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B.1.2.5. Where is this ticket valid?

- B.1.2.5.1. The ticket is only valid for a single trip along the route of your booked trains and connections.
- B.1.2.5.2. The route is indicated on the ticket.
- B.1.2.5.3. You cannot use any other route.

B.1.2.6. On which trains is this ticket valid?

B.1.2.6.1. This ticket is valid for $\ddot{O}BB$ trains as per Section E.2. [\rightarrow 36].

B.1.2.7. For which comfort categories can you buy this ticket?

- B.1.2.7.1. You can buy this ticket for 1st and 2nd class on long-distance trains.
- B.1.2.7.2. If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.5. $[\rightarrow 29]$ apply.

B.1.2.8. For how many passengers can you buy this ticket?

- B.1.2.8.1. This ticket offer is available for one person.
- B.1.2.8.2. A joint ticket can be issued for up to 6 passengers.

B.1.2.9. What reimbursement options are available for this ticket?

- B.1.2.9.1. You cannot have this ticket refunded prior to the first day of validity.
- B.1.2.9.2. You cannot have this ticket refunded after the first day of validity.

B.1.2.10. Where can you buy this ticket?

- B.1.2.10.1. You can buy this ticket at the following points of sale:
 - ÖBB ticket counter
 - <u>shop.oebbtickets.at</u>
 - nightjet.com
 - Customer service +43 5 1717
 - ÖBB app
 - From one of our sales partners
 - From agencies selling ÖBB tickets

B.1.2.11. For which customer groups is this offer available?

- B.1.2.11.1. This ticket is available for the customer groups adults and children. 4 children per adult pay only the reservation fees on trains. Infants travel at the children's rate if they need a seat.
- B.1.3. Sparschiene Comfort

B.1.3.1. When is this ticket offer available?

B.1.3.1.1. This ticket offer is available until revoked.



B.1.3.2. How long in advance can you buy this ticket?

- B.1.3.2.1. 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 ticket up until the end of the current timetable.
- B.1.3.2.2. You can buy this ticket until the limited allotment for the respective train journey is sold out; at the latest, however, until 1 minute before the departure of the train.

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

- B.1.3.3.1. 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.1.3.3.2. This ticket is not valid on any other train.
- B.1.3.3.3. You cannot interrupt your journey in between.
- B.1.3.3.4. 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.1.3.3.5. 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. $[\rightarrow 8]$ apply.

B.1.3.4. For which area can you buy this ticket?

B.1.3.4.1. This ticket is available for all routes within Italy on which ÖBB trains run.

B.1.3.5. Where is this ticket valid?

- B.1.3.5.1. The ticket is only valid for a single trip along the route of your booked trains and connections.
- B.1.3.5.2. The route is indicated on the ticket.
- B.1.3.5.3. You cannot use any other route.

B.1.3.6. On which trains is this ticket valid?

B.1.3.6.1. This ticket is valid for ÖBB trains.

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

- B.1.3.7.1. You can buy this ticket for 1st and 2nd class on long-distance trains.
- B.1.3.7.2. If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.5. $[\rightarrow 29]$ apply.

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

- B.1.3.8.1. This ticket offer is available for one person.
- B.1.3.8.2. A joint ticket can be issued for up to 6 passengers.

B.1.3.9. What reimbursement options are available for this ticket?

- B.1.3.9.1. You can have this ticket refunded up to 15 days before the first day of validity without any fees being charged.
- B.1.3.9.2. 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.1.3.9.3. From the first day of validity onwards, you cannot have this ticket refunded.

B.1.3.10. Where can you buy this ticket?

B.1.3.10.1.

- You can buy this ticket at the following points of sale:
 - ÖBB ticket counter
 - <u>shop.oebbtickets.at</u>
 - Customer service +43 5 1717
 - ÖBB app
 - From agencies selling ÖBB tickets
 - From one of our sales partners

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

B.1.3.11.1. This ticket is available for the customer groups adults and children. 4 children per adult pay only the reservation fees. Infants travel at the children's rate if they need a seat.

B.1.4. Comfort ticket

- B.1.4.1. When is this ticket offer available?
- B.1.4.1.1. This ticket offer is available until revoked.

B.1.4.2. How long in advance can you buy this ticket?

B.1.4.2.1. 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.1.4.3. When and for how long is this ticket valid?

- B.1.4.3.1. 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.1.4.3.2. This ticket is not valid on any other train.
- B.1.4.3.3. You cannot interrupt your journey in between.

B.1.4.4. For which area can you buy this ticket?

B.1.4.4.1. This ticket is available for all routes within Italy on which ÖBB trains run.

B.1.4.5. Where is this ticket valid?

- B.1.4.5.1. The ticket is only valid along the route of your booked trains and buses.
- B.1.4.5.2. The route is indicated on the ticket.
- B.1.4.5.3. You cannot use any other route.

B.1.4.6. On which trains is this ticket valid?

B.1.4.6.1. This ticket is valid for the ÖBB trains.



B.1.4.7. For which comfort categories can you buy this ticket?

- B.1.4.7.1. You can buy this ticket for 1st and 2nd class on the Railjet, as well as for seating carriages on night trains.
- B.1.4.7.2. You can change classes, if free seats on the Railjet are available.
- B.1.4.7.3. 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.
- B.1.4.7.4. 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.1.4.7.5. If you decide to change class from 1st class to business class on the train, the provisions of Section B.1.5. $[\rightarrow 29]$ apply.

B.1.4.8. For how many passengers can you buy this ticket?

B.1.4.8.1. This ticket offer allows as many passengers and vehicles to travel together as seats or spaces are available.

B.1.4.9. What reimbursement options are available for this ticket?

- B.1.4.9.1. You can have this ticket refunded up to 15 days before the first day of validity without any fees being charged.
- B.1.4.9.2. 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.

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

B.1.4.9.3. From the first day of validity onwards, you cannot have this ticket refunded.

B.1.4.10. Where can you buy this ticket?

B.1.4.10.1.

- ÖBB ticket counter
- shop.oebbtickets.at
- <u>nightjet.com</u>
- Customer service +43 5 1717
- ÖBB app
- From our staff on the night trains
- From agencies selling ÖBB tickets
- From one of our sales partners

B.1.4.11. For which customer groups is this offer available?

B.1.4.11.1. This ticket is available for the customer groups Children, Adults, Groups, Passengers with disabilities with companions, Passengers with disabilities in wheelchairs, Dogs and Bi-cycles.



B.1.5.	Class changes to business class
<mark>B.1.5.1</mark> .	When is this ticket offer available?
B.1.5.1.1.	This ticket offer is available until revoked. You receive it for trips with a valid 1st class ticket.
<mark>B.1.5.2.</mark>	How long in advance can you buy this ticket?
B.1.5.2.1.	You buy this ticket for immediate use.
B.1.5.3.	When and for how long is this ticket valid?
B.1.5.3.1.	This ticket is only valid on the day of validity indicated on the ticket.
B.1.5.3.2.	You cannot interrupt your journey in between.
<mark>B.1.5.4.</mark>	For which areas can you buy this ticket?
B.1.5.4.1.	You only receive this ticket for the route on which your 1st class ticket is valid.
B.1.5.5.	Where is this ticket valid?
B.1.5.5.1.	This ticket is only valid on the route indicated on your 1st class ticket.
B.1.5.5.2.	You cannot take any other route.
<mark>B.1.5.6.</mark>	On which trains is this ticket valid?
B.1.5.6.1.	With this ticket, you can travel in business class on long-distance trains.
<mark>B.1.5.7</mark> .	For which comfort categories can you buy this ticket?
B.1.5.7.1.	You can buy this ticket for business class.
<mark>B.1.5.8.</mark>	For how many passengers can you buy this ticket?
B.1.5.8.1.	You can buy this ticket for 1 person.
<mark>B.1.5.9.</mark>	What reimbursement options are available for this ticket?
B.1.5.9.1.	This ticket cannot be refunded.
<mark>B.1.5.10.</mark>	Where can you buy this ticket?
B.1.5.10.1.	You can buy this ticket from the staff on our trains.
<mark>B.1.5.11</mark> . B.1.5.11.1.	For which customer groups is this offer available? This ticket is available for the customer group adults. For this offer, children are con- sidered adults.
B.2.	Reservation
B.2.1.	Seat reservation
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 use this reservation?
- B.2.1.4.1. This reservation is available for all routes in Italy on which ÖBB trains operate.

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.2.1.6. On which trains is this reservation valid?
- B.2.1.6.1. This reservation is available for the ÖBB trains.
- B.2.1.7. For which comfort categories can you buy this reservation?
- B.2.1.7.1. Depending on availability, 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. Between 1 and 36 persons can travel together using this ticket offer.
- 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 +43 5 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 +43 5 1717
- Travel agencies and other agencies selling ÖBB tickets
- From our sales partners

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

B.2.1.11.1. This ticket is available for the customer groups Adults, and children are considered adults for this offer.

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 Sitzplatzreservierungen 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. $[\rightarrow 32]$ 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 passengers.
- C.2.1.1.3. Children pay a reduced price for a Komfortticket.
- 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 Komfort. 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. Groups

- C.4.1.1.1. You are considered a group if you are travelling together on the same route with one or more fellow passengers.
- C.4.1.1.2. Groups receive the following discounts on a standard single ticket for adults:
 - 30 % for 6 or more persons travelling together
- C.4.1.1.3. Groups of ten persons or more receive a discount of 100 % on Sitzplatzreservierungen. 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.5. Passengers with disabilities with companions

- C.5.1.1.1. 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 Austrian disability pass states that "the holder of this pass requires an accompanying person" and for Non-Austrian passengers who can prove by means of official documents that they require an accompanying person.
- C.5.1.1.2. The accompanying person and the assistance dog receive a discount of 100 % on a standard single ticket for passengers and, if applicable, on the seat reservations for 1st and 2nd class as per Section B.2.1. [\rightarrow 29]. The passenger to be accompanied needs a paid ticket as per Section B.1. [\rightarrow 23]. In derogation from Section C.1.1.1.2. [\rightarrow 32], infants with persons accompanying them also need a ticket as per Section B.1. [\rightarrow 23]. for the customer group "child" as specified in Section C.2. [\rightarrow 32].



- C.5.1.1.3. 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.5.1.1.4. On night trains, the companion only pays the reservation fee for the chosen travel category.
- C.5.1.1.5. Holders of a disability pass with the entry "assistance dog" accompanied by their assistance dog can book the mobility compartment on night trains.

C.6. Passengers with disabilities in wheelchairs

- C.6.1.1.1. Passengers with disabilities in wheelchairs are all passengers who need wheelchairs as per Section A.3.4.1.6. $[\rightarrow 11]$.
- C.6.1.1.2. If a train has wheelchair spaces only in 1st class, you pay the price of a 2nd class standard single ticket for passengers.
- C.6.1.1.3. You will receive a discount of 100 % on seat reservations for 1st and 2nd class, as specified in Section B.2.1. [\rightarrow 29].
- C.6.1.1.4. Passengers with disabilities with wheelchairs can book the mobility compartment on night trains.

C.7. Dog

C.7.1.1.1. The customer group "dog" includes all dogs not travelling along in a closed container as per Section A.4.3.1. [\rightarrow 17].

C.8. Bicycles

- C.8.1.1.1. Bicycles include:
 - Bicycles, electric bicycles
 - Tandems
 - · Cargo bicycles, tricycles for adults
 - · Single-track electric scooters with saddle or seat
 - · Bicycle trailers

D. Further terms and conditions

D.1. GTC for the ticket shop at shop.oebbtickets.at, nightjet.com and the ÖBB app

D.1.1.1.1 Our GTC for the ticket shop at <u>shop.oebbtickets.at</u> and within the ÖBB app are published in Section D.1 of the Guide for travelling with ÖBB in Austria, available at <u>www.oebb.at</u>. Our GTC for purchases via <u>nightjet.com</u> are published in Section D.8 of the Guide for travelling with ÖBB in Austria, available at <u>www.oebb.at</u>. These provisions also apply to trips on ÖBB trains within Italy.

D.2. - to remain empty -



E. Appendices

E.1. Fees

- E.1.1. Service fee
- E.1.1.1.1. We charge this fee for immediate payment of a fare on the train, with the exception of the RJ 184/185.
- E.1.1.1.2. The fee is € 3.00.
- E.1.1.1.3. 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, Fahrgeldnachforderung, Reinigungskosten, Strafgebühr or Strafgebühr für die missbräuchliche Nutzung von Notfalleinrichtungen is not paid immediately.
- E.1.3.1.2. The fee is € 30.00.
- E.1.3.1.3. The fee includes 10 % 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 a discount card.
- E.1.5.1.2. The fee is € 10.00.
- E.1.5.1.3. The fee includes 22 % 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 € 18.00.
- E.1.6.1.3. Dunning costs include 0 % VAT.

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, such as smoking. This also includes any action or activity that poses a danger to other passengers (e.g. handling fire, sharp and/or pointed objects and the like) or causes a nuisance to them. 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.1.8.1.2. The fee is € 40.00.
- E.1.8.1.3. 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 € 1.00
- E.1.10.1.3. The fee includes 22 % 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 fare confirmation

- E.1.12.1.1. We charge this fee for issuing an official fare confirmation without you buying a ticket.
- E.1.12.1.2. The fee is € 5.00.
- E.1.12.1.3. The fee includes 22 % VAT

E.2. List of ÖBB trains in Italy

E.2.1.1.1.

The following trains run within Italy:

- Vienna Central Station Bolzano/Bozen RJX 185
- Bolzano/Bozen Vienna Central Station RJX 184
- Vienna Venice RJ 131, RJ 133, NJ 40466/40463 (237)
- Venice Vienna RJ 132, RJ 130, NJ 236/40236
- Vienna Trieste EC 135/134
- E.2.1.1.2. The fare conditions for the Brenner transport cooperation are governed by the <u>Guide for travelling adroad with ÖBB Handbuch</u>.