



ECHT BODENSEE CARD Terms of Use

Dear visitor,

The following information contains important notes on the use of your ECHT BODENSEE CARD – hereinafter abbreviated to “EBC” – and should prevent problems concerning its use, thereby ensuring the optimal use of the card services. **Please read these terms of use carefully before using the services.**

1. Explanation of the Terms

The **service providers** of the card services are the Bodensee-Oberschwaben Verkehrsverbundgesellschaft mbH (**Transport Association Company of Bodensee-Oberschwaben, bodo**) and the local authorities, institutions, companies, independent bodies, tradespersons and public institutions that are named in the respectively applicable service and supplier directory as a supplier and service provider of the respective card services. For the purpose of these terms of use, the “supplier” refers to the respective service provider in the event of bids, and **not** the local authority, or the Deutsche Bodensee Tourismus GmbH, (DBT) responsible for the processing, insofar as it is not dealing with its own service offer.

2. Information and Assurances of Third Parties; Provision of Card Services

2.1. The issuer **does not authorise** points of sale and issuing offices to provide information or assurances which deviate from the respectively applicable card’s service directory or these terms of use, or which contradict or go beyond it. The same applies for the service provider, except insofar as the information, deviating agreement, or assurance refers to its **own service**.

2.2. No contractual obligation occurs **in relation to the services** between the card holder and the DBT, the local authority or the point of sale/issuing office, through issue or use of the card. **Exclusive of the respective service** partner, the DBT, the local authority or the point of sale or issuing office is not obligated to the provision of the respective services to the card holder, unless it concerns services of the issuer or point of sale/issuing office themselves.

3. Beneficiaries; Limitation of the Useful Life for Second Home Owners and Permanent Campers

3.1. Beneficiaries of the free basic version of the EBC include all **tourist visitors, second home owners, permanent campers and business travellers, provided that they pay visitor’s tax**.

3.2. The useful life, in particular in Transport Association (bodo), for second home owners and permanent campers is restricted to 50 or 30 days, according to the provisions of the visitor’s tax statute. Registration to the respective ECHT BODENSEE CARD’s points of acceptance is essential for determining the number of days of usage. Even on a day where just a single usage takes place, this day is still valid as a usage day.

3.3. General beneficiaries, second home owners and permanent campers are not permitted to allow, enable or tolerate residents or other non-authorised persons to use their card. Violations of the aforementioned obligations may lead to civil claims from the DBT and the local authorities partaking in the project, as well as criminal prosecutions.

3.4. Unless stipulated otherwise in the respectively applicable service specification, in particular for accompanying children, only the card holder themselves is in each case authorised for use.

4. Nature and scope of the services of the card in its basic version, restrictions to services, card holder’s exclusion from use

4.1. Upon delivery of the basic version of the card, the card holder is permitted to use the specified services according to the respectively applicable card’s service specifications. Second home owners and permanent campers may however do so only according to the time limits relating to useful life, as per section 3.2.

4.2. The nature and scope of the services for the card holder arise **exclusively** from the service specification valid at the moment of issue of the card in each case, which is issued to the card holder together with the card, or generally specified or disclosed to them.

4.3. The service partners are only obligated to the provision of services according to the general conditions of their commercial activities, in particular in consideration of specified performance periods, opening times and general performance prerequisites (e.g. conditions caused by the weather). **Please inform yourself independently and in good time of the performance periods, opening times and other prerequisites for using services from respective service partners.**

4.4. With regard to the scope of service, please be aware that only the details obtained in the current service specifications are valid for this purpose, and therefore not the content of advertisements or performance specifications of service partners beyond the card’s performance specifications.

4.5. The service providers can restrict the specified services in whole or in part, in particularly temporarily, insofar as there are objective grounds to justify doing so. In particular, this includes weather-related impediments to performance, official requirements or orders, maintenance and repair-work, measures relating to transport safety, excessive congestion or overfilling of facilities and other similar reasons. In this respect it is also recommended that corresponding information is obtained before visiting the respective service provider or using its services.

4.6. Please also always take into consideration that card holders and other beneficiaries can be, in whole or in part, temporarily or permanently excluded from use of card services if they do not meet particular personal requirements (e.g. health requirements or requirements relating to clothing and equipment), or if a hazard to the card holder or beneficiary, third person or facility of the service provider can be expected through its concrete use. The same applies if, within the framework of use, the card holder/beneficiary violates any statutory provisions, safety provisions, usage regulations or directions from supervisors, or behaves contrary to contract in another way, to the extent that an exclusion is objectively justified. An exclusion of use by normal beneficiaries is, in particular, also possible if the guidelines according to section 3.3 of these terms of use are not observed.

Please note that in the event of a service being restricted according to 4.4 or 4.5 or in the event of a justified exclusion according to 4.6, **no claims** can be made against the DBT, the local authority or the service provider.

5. Period of Validity of the Card; Transfer of the Card and of Claims to the Card Services

The services of the EBC may only be made use of during the card holder’s stay in an accommodation facility, or at a private rental facility or other accommodation provider, within the geographical scope of the card. Under no circumstances is it possible to transfer, in whole or in part, the card itself, or the right to claim the card services on to a future stay or another person.

6. General Obligations of the Card Holder and Obligations in the Event of Using Public Transport Services

6.1. The original card must be shown when using the services and presented to the service provider for electronic or visual inspection before using the service. Upon request, a valid photo ID must be shown. If the card holder is not in the position to do so, then the service provider may refuse the provision of service. In the case of age-related service and advantages for the card holder or their eligible dependents, the service provider may request to see a corresponding proof of age.

6.2. In the event of theft, loss of or damage to the card, the card holder is obliged to immediately report this incident to the issuing authority, whereby there exists no claim to the issue of a new card free of charge.

6.3. Please always take into consideration that, in the event of misuse of the card, the DBT, local authorities or service provider are authorised to retain the card without replacement, or block its use.

6.4. The card holder themselves has to check their personal eligibility and requirements – in particular from a health point of view, and in relation to official regulations – which are conditions for the use of the card services.

6.5. In the event of using public transport services, in particular in the Transport Association (bodo), the corresponding check-in procedure when boarding the mode of transport, and then check-out procedure when departing from it, must be carried out in accordance with instructions at the station, or in the mode of transport, as soon as, and to the extent, that these checking facilities are available. In the event of individual checks, which take place instead of, or in addition to, electronic checks, the obligations according to section 6.1 shall apply. Violations or failures may entail a temporary or permanent exclusion from the transport with the card, or an increased transportation charge. The tariff and transport specifications of the bodo apply.

7. Right of Modification in Relation to the Card Service and these Terms of Use

The DBT, the local authority and the service provider reserve the right to modify the services according to the respectively applicable service specification, through unilateral declaration or public announcement on objective grounds. The same applies for changes to these terms of use.