

GENERAL TERMS AND CONDITIONS

FOR PARTNER HOTELS

of

LSR LEADING SPA HOTELS & RESORTS GmbH

10. Oktober Str. 17/Top 1
9500 Villach
Austria

Phone: +43 4242 22077
E-mail: info@leadingspa.com
Website: www.leadingspa.com

Managing Director: Dieter Stroitz
Company Register No.: FN 625446 z
VAT ID No.: ATU 80569323

hereinafter referred to as "**Leading Spa Resorts**".

§ 1 Scope of Application

- (1) Leading Spa Resorts operates an online platform for selected wellness hotels, spa resorts and comparable accommodation establishments at www.leadingspa.com.
- (2) These General Terms and Conditions apply to contractual relationships between Leading Spa Resorts and commercial customers, in particular hotels and accommodation establishments, that make use of presentation, marketing, membership, listing, voucher or other services of Leading Spa Resorts.
- (3) These General Terms and Conditions apply exclusively to entrepreneurs (business customers).
- (4) Deviating terms and conditions of the customer shall only apply if Leading Spa Resorts has expressly agreed to their application.
- (5) In the event of contradictions, individual agreements, offers and order confirmations shall take precedence over these General Terms and Conditions.

§ 2 Services of Leading Spa Resorts

- (1) Leading Spa Resorts presents selected hotels and accommodation establishments within the scope of the agreed membership or the booked service package on www.leadingspa.com and, where applicable, via further marketing and communication channels.
- (2) The specific scope of services results from the respective offer, order form, order confirmation or any other individual agreement.
- (3) The scope of services may in particular include:
 - publication and presentation of the hotel on www.leadingspa.com,
 - presentation of hotel information, images, offers and services,
 - links to the hotel's websites and booking options,
 - forwarding of guest and booking enquiries,
 - participation in group enquiries,
 - integration of a booking interface,
 - editorial and promotional presentations,
 - marketing and communication measures,
 - presentation under the Leading Spa Resorts brand,
 - participation in the Leading Spa Resorts voucher system, as well as
 - other individually agreed services.
- (4) Remuneration for the membership or listing is generally made by way of a **fixed annual fee**.
- (5) Leading Spa Resorts charges the hotel **no booking commission** for hotel bookings made via www.leadingspa.com.
- (6) Likewise, no redemption or brokerage commission is charged to the participating hotel for the redemption of Leading Spa Resorts vouchers.
- (7) The annual fee is owed irrespective of the number of page views, enquiries, referrals, bookings or redeemed vouchers.
- (8) Leading Spa Resorts does not owe any particular economic success. In particular, no specific number of enquiries, bookings, overnight stays, page views or revenues is guaranteed.

§ 3 Bookings and Booking Enquiries

(1) For selected hotels, a direct booking option or technical booking interface may be made available via www.leadingspa.com.

(2) In this case, Leading Spa Resorts provides the platform or technical connection to the booking option of the respective hotel or to a booking system used by the hotel.

(3) The accommodation or booking contract is concluded exclusively between the guest and the respective hotel. Leading Spa Resorts does not become a contracting party to the accommodation contract.

(4) The respective hotel is responsible for prices, availability, room categories, service descriptions, booking, payment and cancellation conditions as well as other booking-related information.

(5) Payments by the guest for the booked hotel service are not made to Leading Spa Resorts, but directly to the respective hotel or via the booking or payment system used by the hotel. This is to be distinguished from the purchase of a Leading Spa Resorts voucher pursuant to § 4.

(6) The hotel is obliged to keep the information provided via booking interfaces, in particular prices and availability, correct and up to date.

(7) For offer, booking or group enquiries, Leading Spa Resorts provides the technical means to transmit an enquiry to one or more hotels. An enquiry does not yet constitute a confirmed booking.

(8) Leading Spa Resorts gives no guarantee that an enquiry, referral or use of a booking option will result in a booking.

(9) No booking commission is charged to the hotel for bookings made via www.leadingspa.com.

§ 4 Voucher System of Leading Spa Resorts

(1) Leading Spa Resorts operates a voucher system via www.leadingspa.com. Guests can purchase value vouchers that can be redeemed at participating hotels in accordance with the applicable voucher terms and conditions.

(2) The purchase price of the voucher is paid by the buyer to Leading Spa Resorts. Leading Spa Resorts handles the processing of voucher sales and the administration of the voucher system.

(3) Vouchers can be redeemed at the hotels participating in the voucher system at any given time. Any exceptions will be announced by Leading Spa Resorts.

(4) Leading Spa Resorts receives **no commission** from the hotel for the redemption of a voucher. In particular, no booking, brokerage or redemption commissions are deducted from the redeemed voucher value.

(5) The guest presents the voucher to the participating hotel for redemption.

(6) The hotel shall check the validity of the voucher and ensure that it has not already been fully redeemed.

(7) After redemption, the hotel shall send Leading Spa Resorts by e-mail:

- a) a proper invoice for the voucher value actually redeemed and
- b) a copy of the redeemed voucher.

(8) After receipt and verification of the invoice and the copy of the voucher, Leading Spa Resorts transfers the properly redeemed voucher value **without deduction of any commission** to the bank account notified by the hotel.

(9) A prerequisite for payment is that the voucher is valid and has not already been fully redeemed, cancelled, blocked or refunded to the buyer.

(10) Leading Spa Resorts is entitled to verify the validity and previous redemption of the voucher prior to payment.

(11) In the case of a permissible partial redemption, the hotel may only invoice the amount actually redeemed. Any remaining value shall be carried forward in accordance with the applicable voucher terms and conditions.

(12) If the value of the services used by the guest exceeds the redeemed voucher value, the guest shall pay the difference directly to the hotel.

(13) The specific accommodation, catering, wellness or other hotel service is provided to the guest exclusively by the respective hotel. Leading Spa Resorts does not become a contracting party to this specific service by the redemption of the voucher.

(14) The hotel is responsible for the availability and proper provision of the services booked by the guest.

(15) Possession of a voucher does not entitle the holder to a specific room, offer or date.

(16) The hotel's fixed annual fee remains unaffected by the number and value of redeemed vouchers.

§ 5 Obligations of the Partner Hotel

(1) The hotel shall provide Leading Spa Resorts in good time with all information, texts, prices, contact details, logos, photos, videos and other content required for the presentation.

(2) The hotel warrants that the information provided is correct, complete and up to date.

(3) Material changes shall be notified to Leading Spa Resorts without delay or updated in the systems provided for this purpose.

(4) The hotel warrants that it holds all necessary rights to the content provided.

(5) For the duration of the cooperation, the hotel grants Leading Spa Resorts the non-exclusive rights of use to this content that are required for the performance of the contract. Use is permitted in particular for the presentation of the hotel and for agreed marketing and communication measures.

(6) The hotel is obliged to pay the agreed annual fee and any expressly agreed additional services on time.

(7) If the hotel participates in the voucher system, it undertakes to accept valid Leading Spa Resorts vouchers in accordance with the applicable voucher terms and conditions.

§ 6 Conclusion of Contract

(1) Offers from Leading Spa Resorts are non-binding unless expressly designated as binding.

(2) An order form submitted by the hotel or the placing of an order constitutes an offer to conclude a contract.

(3) The contract is concluded by order confirmation, signature of a corresponding agreement or commencement of the agreed provision of services by Leading Spa Resorts.

(4) Electronic declarations and order confirmations, in particular by e-mail, are permissible.

§ 7 Prices, Invoicing and Due Date

(1) The prices agreed in the respective offer or order confirmation apply.

(2) Unless otherwise stated, prices are net plus the statutory value added tax applicable in each case.

(3) Leading Spa Resorts is entitled to transmit invoices electronically.

(4) The annual fee is due in accordance with the payment term stated on the invoice.

(5) In the event of a contract extension, the remuneration for the respective new contract period becomes due.

(6) The annual fee remains owed irrespective of the economic success of the presentation and in particular irrespective of the number of enquiries, referrals, bookings and voucher redemptions.

§ 8 Contract Term and Termination

- (1) The contract is concluded for the individually agreed term.
- (2) Unless otherwise agreed, the contract term is twelve months.
- (3) The commencement of the contract term results from the individual agreement or order confirmation.
- (4) An automatic extension only takes place if this has been agreed in the respective contract or order confirmation.
- (5) The notice period agreed therein must be observed.
- (6) The right of both parties to extraordinary termination for good cause remains unaffected.
- (7) Notices of termination may be given in writing or in text form, in particular by e-mail.

§ 9 Default in Payment

- (1) In the event of default in payment, the statutory provisions apply.
- (2) After an unsuccessful reminder and the setting of a reasonable grace period, Leading Spa Resorts may temporarily suspend its own services until payment has been received in full.
- (3) In particular, the hotel's presence may be temporarily deactivated or the use of individual services restricted.
- (4) Such a suspension does, as a rule, not extend the agreed contract term.

§ 10 Rights to Content and Third-Party Rights

- (1) The hotel warrants that the content provided does not infringe applicable law or the rights of third parties.
- (2) This applies in particular to copyrights, trademark rights, rights to distinctive signs, personality rights and other property rights.
- (3) Leading Spa Resorts may block or remove content if there are concrete indications of a legal infringement.
- (4) Leading Spa Resorts has no general obligation to legally review the content provided by the hotel.

§ 11 Indemnification

- (1) If claims are justifiably asserted against Leading Spa Resorts by third parties on the basis of content provided by the hotel or a legal infringement for which the hotel is responsible, the hotel shall indemnify Leading Spa Resorts against such claims to the extent permitted by law.
- (2) This also includes reasonable and necessary costs of legal defence.
- (3) The hotel shall inform Leading Spa Resorts without delay of any circumstances that have come to its knowledge from which such a claim could arise.

§ 12 Design and Further Development of the Platform

- (1) Leading Spa Resorts may further develop and change the design, structure, functions and technical implementation of the platform, provided that essential agreed services are not unreasonably impaired as a result.
- (2) There is no entitlement to a design, placement or technical presentation that remains unchanged throughout the entire contract term, unless this has been expressly agreed.
- (3) In the event of the permanent discontinuation of an essential service that has already been paid for in advance, a reasonable pro rata credit or refund shall be granted for the remaining term not performed, unless an equivalent replacement service is offered.

§ 13 Technical Availability and Force Majeure

- (1) Leading Spa Resorts endeavours to ensure a high level of availability of the platform. Uninterrupted availability at all times is not owed.
- (2) Temporary restrictions may arise in particular from maintenance, technical faults, failures of external systems or force majeure.
- (3) Events beyond the reasonable control of Leading Spa Resorts release Leading Spa Resorts from the affected performance obligations for the duration and to the extent of their effects, insofar as permitted by law.

§ 14 Liability

- (1) Leading Spa Resorts is liable in accordance with the mandatory statutory provisions.
- (2) The respective hotel is, as a rule, responsible for information, prices, availability or other details provided by the hotel or its technical systems.
- (3) Leading Spa Resorts gives no warranty for the actual provision of the accommodation, wellness, catering or other services offered by the hotel to guests.
- (4) Claims arising from the accommodation or service contract between guest and hotel are, as a rule, to be settled between these parties.
- (5) Leading Spa Resorts is not liable for any particular economic success of the presentation, in particular not for a specific number of bookings, enquiries, overnight stays or revenues.
- (6) Mandatory statutory liability provisions remain unaffected.

§ 15 Quality Requirements and Brand Presence

- (1) Leading Spa Resorts positions itself as a platform and network for selected wellness hotels and spa resorts.
- (2) The admission and continued presentation of a hotel may be made subject to the fulfilment of the applicable quality requirements.
- (3) The hotel shall inform Leading Spa Resorts of material changes that may be relevant to these quality requirements.
- (4) In the event of material or persistent deviations, Leading Spa Resorts may request the hotel to comment or to remedy the situation within a reasonable period.
- (5) The right to extraordinary termination for good cause remains unaffected.

§ 16 Confidentiality

Both contracting parties shall treat as confidential any confidential business information of the respective other party that becomes known to them in the course of the cooperation.

Excluded from this are publicly known information as well as disclosures based on statutory, judicial or regulatory obligations.

§ 17 Data Protection

- (1) The parties shall comply with the applicable data protection provisions, in particular the GDPR.
- (2) The data protection information of Leading Spa Resorts is available at www.leadingspa.com.
- (3) Insofar as data processing on behalf of a controller is required, the parties will, where necessary, conclude a separate agreement.

§ 18 Amendments to these General Terms and Conditions

Amendments to these General Terms and Conditions for existing contractual relationships shall only be made in compliance with the statutory requirements and the agreements made.

Individual agreements remain unaffected by this.

§ 19 Severability Clause

Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected.

The invalid or unenforceable provision shall be replaced by the statutory provisions.

§ 20 Applicable Law and Place of Jurisdiction

(1) Austrian law applies, excluding its conflict-of-law rules and, insofar as legally permissible, the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance is the registered office of LSR LEADING SPA HOTELS & RESORTS GmbH.

(3) For disputes arising from the contractual relationship, the jurisdiction of the court having subject-matter jurisdiction at the registered office of LSR LEADING SPA HOTELS & RESORTS GmbH is agreed, insofar as legally permissible.

As of: October 2026

VOUCHER TERMS AND CONDITIONS

of

LSR LEADING SPA HOTELS & RESORTS GmbH

10. Oktober Str. 17/Top 1

9500 Villach

Austria

Phone: +43 4242 22077

E-mail: info@leadingspa.com

Website: www.leadingspa.com

Managing Director: Dieter Stroit

Company Register No.: FN 625446 z

VAT ID No.: ATU 80569323

hereinafter referred to as "**Leading Spa Resorts**".

§ 1 Scope of Application

(1) These Voucher Terms and Conditions apply to the purchase and redemption of value vouchers offered by Leading Spa Resorts via www.leadingspa.com.

(2) The buyer's contracting party when purchasing a voucher is:

LSR LEADING SPA HOTELS & RESORTS GmbH

10. Oktober Str. 17/Top 1

9500 Villach

Austria

(3) The vouchers can be redeemed at the participating Leading Spa Resorts in accordance with these Voucher Terms and Conditions.

(4) For the specific accommodation, wellness, catering or other service used at a partner hotel by means of a voucher, a separate contractual relationship is established between the voucher holder and the respective hotel.

§ 2 Voucher Order and Conclusion of Contract

(1) Value vouchers with the voucher values offered in the voucher shop or selectable by the buyer can be purchased via www.leadingspa.com.

(2) The presentation of the vouchers in the online shop does not yet constitute a binding contractual offer.

(3) By completing the intended ordering process, the buyer submits a binding offer to purchase the selected voucher.

(4) The contract is concluded upon acceptance of the order by Leading Spa Resorts or upon transmission of a corresponding order confirmation.

(5) The buyer is obliged to provide the information required in the course of the order completely and correctly.

§ 3 Voucher Value, Prices and Payment

(1) The voucher value selected and stated in the ordering process is decisive.

(2) The purchase price of the voucher is paid by the buyer directly to Leading Spa Resorts.

(3) The payment methods available in the voucher shop at any given time are displayed during the ordering process.

(4) Payment processing may be carried out via external payment service providers used by Leading Spa Resorts.

(5) As a rule, the voucher is only issued after successful payment or corresponding payment confirmation.

§ 4 Issue and Delivery of the Voucher

(1) The voucher is delivered in accordance with the delivery method offered in the ordering process and selected by the buyer.

(2) The voucher may in particular be sent electronically as a PDF or in a comparable electronic form or, if offered, by post.

(3) In the case of electronic delivery, the buyer is responsible for providing the e-mail address completely and correctly.

(4) In the case of postal delivery, the buyer is responsible for providing the shipping address completely and correctly.

(5) The buyer is obliged to keep the voucher or voucher code received safe and to protect it against access by unauthorised third parties.

§ 5 Redemption of the Voucher

(1) Leading Spa Resorts value vouchers can be redeemed at the Leading Spa Resorts partner hotels entitled to participate in the voucher system at any given time.

(2) **Expressly excluded from redemption are the Dutch thermal spas or the Dutch partner establishments of Leading Spa Resorts. Leading Spa Resorts vouchers cannot be redeemed there.**

(3) Any further exceptions or restrictions with regard to individual partner establishments will be announced on www.leadingspa.com.

(4) The voucher can be used for the accommodation, wellness, catering or other services offered by the respective participating hotel and approved for voucher redemption.

(5) The voucher must be presented to the respective hotel at the latest upon settlement of the bill or in accordance with the redemption procedure provided by the hotel.

(6) The hotel or Leading Spa Resorts is entitled to verify the validity and the available remaining value of the voucher prior to acceptance or settlement.

(7) A voucher that has already been fully redeemed, blocked, cancelled or refunded cannot be redeemed again.

§ 6 Reservation and Availability

(1) Possession of a voucher does not constitute a reservation or booking.

(2) In particular, the voucher does not entitle the holder to a specific room, hotel offer, wellness offer, a specific treatment appointment or a specific travel period.

(3) Any necessary reservations or bookings must be made with the respective hotel or via the booking options provided for this purpose.

(4) The acceptance of a reservation or booking depends on the respective availability of the hotel.

(5) The effectively agreed booking and cancellation conditions of the respective hotel may additionally apply to the reservation or booking and to the specific hotel service.

§ 7 Contractual Relationship with the Partner Hotel

(1) The purchase of a Leading Spa Resorts voucher does not yet conclude an accommodation, wellness, catering or other service contract with a specific partner hotel.

(2) The corresponding service contract is only concluded between the voucher holder and the respective hotel in connection with the booking or use of the specific service.

(3) Leading Spa Resorts does not become a contracting party to the specific accommodation, wellness, catering or other service contract between the voucher holder and the hotel.

(4) The respective hotel is responsible for the availability, quality and proper provision of the services it offers.

(5) The effectively agreed booking, payment, cancellation and other conditions of the respective hotel apply to the specific hotel service.

§ 8 Use and Crediting of the Voucher Value

(1) The voucher is credited, up to the amount of its remaining available voucher value, against the services used at the participating hotel and approved for voucher redemption.

- (2) If the invoice amount exceeds the available voucher value, the voucher holder shall pay the difference directly to the respective hotel.
- (3) Insofar as partial redemption is possible, any remaining value after redemption remains available for further redemptions.
- (4) No interest is paid on the voucher value.
- (5) A cash payout of the voucher value or of any remaining value is excluded, unless there is a mandatory statutory entitlement to payout.
- (6) The voucher cannot be exchanged for cash.

§ 9 Settlement between Hotel and Leading Spa Resorts

- (1) When a voucher is redeemed, the corresponding voucher value is settled by the participating hotel with Leading Spa Resorts.
- (2) For this purpose, the hotel sends Leading Spa Resorts an invoice for the voucher value actually redeemed together with a copy of the redeemed voucher.
- (3) After receipt and verification of the required documents, the properly redeemed voucher value is transferred by Leading Spa Resorts to the hotel.
- (4) Leading Spa Resorts does not charge the participating hotel any booking, brokerage or redemption commission for the redemption of the voucher.
- (5) The voucher value is therefore remunerated to the hotel without deduction of any such commission.
- (6) This internal settlement between Leading Spa Resorts and the respective partner hotel has no effect on the voucher holder's voucher value.

§ 10 Validity of the Vouchers

- (1) The validity of the respective voucher is governed by the conditions stated at the time of purchase as well as by the mandatory statutory provisions.
- (2) If no effective deviating period of validity has been agreed at the time of purchase or on the voucher, the statutory limitation provisions apply.
- (3) The statutory rights of the voucher holder are not restricted by these provisions.

§ 11 Transferability

- (1) Leading Spa Resorts value vouchers are generally transferable, unless otherwise stated on the respective voucher or at the time of purchase.
- (2) The voucher can therefore generally also be redeemed by a person other than the original buyer.
- (3) The respective voucher holder is responsible for the safekeeping of the voucher and of any voucher code on it.

§ 12 Loss, Theft and Misuse

- (1) In the event of loss, theft or suspected misuse of a voucher, Leading Spa Resorts should be notified without delay.
- (2) Leading Spa Resorts is entitled to verify the validity and the previous redemption status of the voucher concerned.

(3) Blocking or the issue of a replacement voucher is only possible if the voucher can be clearly identified, technical blocking is possible and the voucher has not yet been redeemed.

(4) Before blocking or providing a replacement, Leading Spa Resorts may request suitable proof of purchase or of the claimant's entitlement.

(5) As a rule, no replacement can be provided for voucher values that have already been redeemed, unless mandatory statutory provisions provide otherwise.

§ 13 Right of Withdrawal for Online Orders

(1) For distance contracts, consumers are entitled to the statutory rights of withdrawal under the Austrian Distance and Off-Premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz – FAGG).

(2) The statutory withdrawal period is generally 14 days from the point in time relevant by law.

(3) To exercise the right of withdrawal, the consumer must inform Leading Spa Resorts of their decision to withdraw from the contract by means of an unequivocal statement.

(4) The statutory model withdrawal form may be used for this purpose; its use is not mandatory.

(5) Where required by law, the withdrawal may also be declared via the online withdrawal function provided on www.leadingspa.com.

(6) Details of the requirements, deadlines and consequences of withdrawal are set out in the withdrawal instructions provided during the ordering process.

(7) A statutory right of withdrawal only lapses under the conditions provided for by law.

§ 14 Consequences of an Effective Withdrawal

(1) In the event of an effective withdrawal, the payments made by the consumer in connection with the voucher purchase shall be refunded in accordance with the statutory provisions.

(2) A voucher whose purchase contract has been effectively rescinded will be blocked and can no longer be redeemed thereafter.

(3) Voucher values that have already been refunded cannot additionally be redeemed at a partner hotel.

§ 15 Cancellation of a Hotel Booking

(1) The cancellation of a hotel booking paid for or planned with a voucher is governed by the cancellation conditions of the respective hotel effectively agreed for the booking concerned.

(2) Withdrawal from the voucher purchase must be legally distinguished from the cancellation of a hotel booking subsequently made with the voucher.

(3) Whether and to what extent a voucher value becomes available again after the cancellation of a specific hotel service depends on the effectively agreed conditions of the respective booking and the mandatory statutory provisions.

§ 16 Liability

(1) Leading Spa Resorts is liable in accordance with the mandatory statutory provisions.

(2) The respective hotel is, as a rule, responsible for the proper provision of the accommodation, wellness, catering or other services used with a voucher at the respective partner hotel.

(3) Leading Spa Resorts gives no guarantee for the availability of a specific hotel, room, offer, wellness offer or date.

(4) Leading Spa Resorts is not liable for service disruptions for which the respective hotel is responsible, unless Leading Spa Resorts is itself responsible for them under mandatory statutory provisions.

(5) Mandatory warranty, damages and consumer rights remain unaffected.

§ 17 Data Protection

(1) Leading Spa Resorts processes personal data in compliance with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR).

(2) Further information on the nature, scope and purpose of the processing of personal data can be found in the current privacy policy on www.leadingspa.com.

§ 18 Amendments to the Voucher Terms and Conditions

Amendments to these Voucher Terms and Conditions only affect voucher purchases already concluded insofar as this is permitted by law.

As a rule, the conditions effectively agreed at the time the contract was concluded are decisive for the respective voucher purchase.

§ 19 Applicable Law

(1) Austrian law applies.

(2) For consumers, this choice of law only applies insofar as it does not deprive them of the protection of mandatory consumer protection provisions of the state in which the consumer has their habitual residence.

(3) Mandatory statutory consumer rights remain unaffected.

§ 20 Severability Clause

Should individual provisions of these Voucher Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected.

Invalid or unenforceable provisions shall be replaced by the statutory provisions.

LSR LEADING SPA HOTELS & RESORTS GmbH

10. Oktober Str. 17/Top 1

9500 Villach

Austria

Phone: +43 4242 22077

E-mail: info@leadingspa.com

www.leadingspa.com

As of: October 2026