

# General Terms and Conditions for the **KlimaTicket** Ö Austrian Armed Forces/Civil Service

## 1. Terms & Conditions scope and changes

1.1. The following Terms and Conditions (hereinafter referred to as "GTC") are part of every agreement for the issue of a KlimaTicket Ö to the Austrian Armed Forces/Civil Service concluded between the Republic of Austria (Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology, hereinafter referred to as "the Federal Government"), represented by One Mobility Ticketing GmbH, and the individual military/civil service member.

1.2. With the purchase of the KlimaTicket Ö (hereinafter referred to as "Ticket"), no contract of carriage is concluded between the Federal Government and the holder of the Ticket. The contract of carriage is concluded exclusively between the holder of the Ticket and the respective transport company which offers the specific transport service used.

1.3. In the event of any planned amendment to these terms and conditions to the disadvantage of the holder of the ticket, written information will be sent to the holder of the Ticket by letter or e-mail approximately two months in advance. Any objections to these amendments must be made in writing by letter or via the contact form at [www.klimaticket.at/kontakt](http://www.klimaticket.at/kontakt) by the stated effective date of the General Terms & Conditions, else these amendments are deemed to be accepted. The notice of amendment states the date when the amendments to the General Terms & Conditions will come into effect and provisions that these changes shall automatically come into effect if there are no objections raised by this date. In the event of an objection, the contract can be terminated with immediate effect free of charge. In this case, the Ticket must be handed in at a service centre and the return confirmed by receipt.

## 2. Definition of terms

2.1. "Service centre" refers to any serviced (not vending machine) and stationary (not driver, train attendant) sales point of the transport companies or associations authorized to sell the Ticket, e.g. counters, customer service centres.

## 3. Ticket categories

3.1. The following categories of the Klimaticket Ö are available:

- Klimaticket Ö Armed Forces
- Klimaticket Ö Civil Service

## 4. Scope of application of the Klimaticket Ö

### 4.1. Personal validity

4.1.1. The Klimaticket Ö Armed Forces/Civil Service may only be used by the ticket holder and is not transferable. The Ticket is issued under the name of the holder as specified at the time of booking.

### 4.2. Period of Validity

#### 4.2.1. KlimaTicket Ö Armed Forces

The KlimaTicket Ö Armed Forces is valid at the earliest one day before the commencement of basic military service, voluntary conscription or training service, which is printed on the Ticket, and ends after a maximum of six months and two days with the expiry date printed on the Ticket. If the ticket is only collected after the start of the respective military service, the validity period is shortened accordingly and in any case ends on the day following the end of the respective military service. Persons who complete voluntary conscription or training service can be issued two consecutive KlimaTicket Ö Armed Forces with the maximum validity period.

#### 4.2.2. KlimaTicket Ö Civil Service

The KlimaTicket Ö Civil Service is valid from the commencement of the civil service, which is printed on the Ticket, and ends after nine months with the expiry date printed on the Ticket. If the ticket is only collected after the start of the civil service, the validity period is shortened accordingly and in any case ends upon completion of the civil service.

4.2.3. The ticket entitles the holder to any number of journeys within the period of validity.

### 4.3. Area of Validity

4.3.1. The ticket is valid on all scheduled public transport services, except for nostalgic, tourism and cogwheel trains within the networks of the transport associations (see [www.klimaticket.at](http://www.klimaticket.at)) according to their tariff regulations.

4.3.2. The Ticket is valid with the participating rail transport companies (see [klimaticket.at](http://klimaticket.at)) within Austria's national borders and additionally on all jointly operated routes between stations in Austria and border stations in another country (see Appendix 1 [ ] 4]) and on the routes abroad which are listed in Appendix 2 [ ] 4].

## 5. Customer groups

### 5.1. Armed Forces

5.1.1. The KlimaTicket Ö Armed Forces is valid for all persons who are serving basic military service, voluntary conscription or training service (eligible according to § 8 Heeresgebührengesetz (HGG), BGBl. I Nr. 31/2001/2002, idgF), for the duration of their service as well as one day before the start and one day after the end of the service. Upon inspection, an official photo ID (or e-card with photo) is required.

### 5.2. Civil Service

5.2.1. The KlimaTicket Ö Civil Service is for all persons carrying out civil service (eligible according to § 11 Abs 2 Zivildienstgesetz (ZDG), BGBl. Nr. 679/1986 idgF) for the duration of their civil service. Upon inspection, an official photo ID (or e-card with photo) is required.

## 6. Issue of the Ticket

6.1. The Ticket can be issued exclusively in person at the service points of the transport companies and associations authorized to distribute the ticket, free of charge.

6.2. The ticket can be issued no more than one month before the earliest possible date of validity.

## 7. Validity for means of transport and transport companies

7.1. The Ticket is valid for use with the transport services offered by transport companies and participating associations within the area of validity according to the route planner at [route.bmk.gv.at](http://route.bmk.gv.at) of the Federal Ministry for Climate Protection, Environment, Energy, Mobility, Innovation and Technology. A corresponding transport contract is concluded exclusively with the respective transport company whose services are used (see point 8.3 [ ] 2)).

7.2. For transport companies with more than one comfort class the ticket is valid in the basic comfort class.

7.3. If the option of displaying the ticket digitally is not used, the original ticket must be carried in the form of a credit card. Copies, scans, photos or other images of the Ticket card are not valid. The temporary Ticket can also be presented electronically or as a PDF printout. All Ticket categories and the temporary Ticket are only valid together with an official photo ID (or e-card with photo). The Ticket and the official photo ID (or e-card with photo) must be presented upon inspection and handed over for verification upon request.

7.4. If the option of displaying the ticket digitally is used, the ticket displayed in the app must be recognized as a valid ticket in addition to the ticket in credit card form. A screenshot is not valid.

## 8. Contractors

8.1. The issue of the Ticket is carried out by One Mobility Ticketing GmbH acting on behalf of and for the account of the Federal Government.

8.2. When issuing the Ticket from a service centre, the transport companies and associations authorized to distribute the ticket only act as intermediaries for the issue of the ticket. However, the ticket is issued by One Mobility Ticketing GmbH acting on behalf of and on account of the Federal Government.

8.3. The company which issues the Ticket is not necessarily also the respective carrier. The Federal Government, One Mobility GmbH and One Mobility Ticketing GmbH are under no obligation to the holder of the Ticket to provision, carry out or manage any transport services. The provision, implementation and management of transport services is therefore exclusively the responsibility of the respective transport company that offers the specific transport service in its sole authority and liability. The contract of carriage is concluded exclusively between the holder of the Ticket and the respective transport company and no agreement is entered into by the Federal Government, One Mobility GmbH or One Ticketing GmbH.

## 9. Conclusion Of Contract

9.1. In any case, the following information must be provided when obtaining the Ticket from a service centre:

- the first name and last name of the ticket holder

- the date of birth of the ticket holder
- the address of the ticket holder
- the start of validity
- a photo of the ticket holder

9.2. In addition to this information, the authorization document valid for the respective customer group must also be presented when the ticket is issued

- For the Klimaticket Ö Armed Forces, the certificate "provisional\_replacement\_military service ID", military service ID card or conscription order, in combination with the information leaflet on the Klimaticket Ö Armed Forces
- For the Klimaticket Ö Civil Service, the certificate "Assignment Notice", "Notice of Assessment" or civil service card

9.3. The personal information must be checked for accuracy by the customer before issuance is concluded.

9.4. The contract for the receipt of the Ticket is legally valid between the holder of the Ticket and the Federal Government as soon as the ticket issue is accepted by the service centre through the direct technical recording of all contract data (direct contract conclusion on site). The prerequisite is the fulfillment of all the conditions mentioned in point 9 [ 2].

9.5. Upon successful issuance of the Ticket, a confirmation will be sent to the e-mail address provided. This confirmation is not a ticket.

## 10. Issue of the Ticket

10.1. After a valid conclusion of the contract, the Ticket is issued in credit card format under the name provided to the service centre and, as a rule, is delivered to the specified address within four weeks after issuance. The Ticket is non-transferable and only valid together with an official photo ID (or e-card with photo).

10.2. The Federal Government bears the risk of loss by post or damage to the Ticket until delivery to the addressee.

10.3. If the possibility displaying the ticket digitally is used, the ticket can also be displayed digitally in the partners' apps in accordance with klimaticket.at. The digitally displayed Ticket is non-transferable and only valid together with an official photo ID (or e-card with photo). If the ticket is blocked or canceled, digital display of the ticket is no longer possible. Data transmission via the mobile network to the smartphone is beyond our control, which is why

this is at the risk of the ticket holder. Errors during device operation (e.g. empty batteries, etc.) are the responsibility of the ticket holder.

## 11. Temporary Ticket

11.1. Upon completion of the issuance at a service centre, a temporary provisional Ticket will be issued under the name provided to the service centre and handed out as a printout at the service centre and sent to the e-mail address provided to the service centre, if such has been provided. The provisional Ticket is non-transferable and only valid together with an official photo ID (or e-card with photo).

11.2. The provisional Ticket allows the services of the transport companies and participating associations to be used from the start of validity of the Ticket.

11.3. When traveling within Austria, the provisional Ticket can be presented electronically as a PDF ticket on a mobile terminal. In order to prevent counterfeiting and abuse, the inspection staff of transport companies abroad do not accept unprinted PDF tickets on laptops, smartphones or tablets. For trips abroad, the PDF Ticket must therefore always be printed out in advance.

11.4. If the provisional Ticket is printed as a PDF, ensure that it is printed on white paper in A4 portrait format. The code and the data provided must be completely readable. A different format or poorly printed or cut out provisional Ticket can cause the code to become unreadable, in which case the Ticket cannot be validated and is therefore not valid.

11.5. Make sure that the printed bar code is not folded. It stores data that is retrieved during a ticket inspection.

## 12. Replacement issue

12.1. In the event of loss or theft of the Ticket in credit card format, notification must be made to the competent authority and the loss reported immediately in person to a service centre, by telephone on 0800 24 00 50 or by using the contact form at [www.klimaticket.at/kontakt](http://www.klimaticket.at/kontakt). The Ticket is blocked as soon as the notification has been processed. As soon as the notification is made, the holder of the Ticket is released from the risk of abuse. A provisional Ticket is issued at the service centres and a replacement Ticket are ordered against payment of the replacement service fee (see Appendix 3 [ 4]).

12.2. In the event of loss of the Ticket by post, the holder of the Ticket will receive a replacement Ticket free of charge, provided that the holder of the Ticket has reported the loss within six weeks of the issuance in person to a service centre, by telephone on 0800 24 00 50 or by using the contact form at [www.klimaticket.at/kontakt](http://www.klimaticket.at/kontakt). A provisional Ticket will be issued free of charge for use until the replacement Ticket is delivered. If the loss of the ticket is reported only after the expiry of the six-week period, the replacement fee (see Appendix 3 [ 4]) must be paid for the issue of a replacement Ticket.

### 13. Invalid Ticket

13.1. If a passenger presents an invalid Ticket during a ticket inspection, this ticket will be collected by the inspection personnel against confirmation of receipt.

13.2. The Ticket is invalid if

- the use does not comply with the present General Terms & Conditions, in particular if the validity period of the Ticket has already expired or the Ticket category of a customer group is used without the proper authorization requirements,
- the identity of the passenger does not match that on the Ticket
- the content has been manipulated, e.g. change of date or photo
- the Ticket cannot be checked for validity due to its condition
- The Ticket has lost its validity due to non-commencement or premature termination of the basic military service, voluntary conscription, training service or civil service

13.3. The Ticket is also invalid, but will not be collected at a ticket inspection, if

- the Ticket has not yet reached its validity date
- no official photo identification or e-card with photo is shown

13.4. The further consequences for travel without a valid Ticket are regulated in the tariff regulations and conditions of carriage of the respective transport companies and associations.

### 14. Non-commencement and early termination

14.1. In the event of non-commencement or premature termination of the basic military service, voluntary conscription, training service or civil service, the Klimaticket Ö Armed Forces/Civil Service is blocked and loses its validity.

14.2. The Ticket in the form of a check card must be returned within one week after the non-commencement or premature termination of military service in the assigned barracks or at a service station and by civil service providers at the civil service agency or at a service station.

14.3. If the return of the Ticket in the form of a check card to the designated places is not confirmed within one week, a letter is sent to the holder of the Ticket, with which a grace period for the return is set, otherwise a payment fee (see Appendix 3 [ 4]) for the use of the Ticket until the end of validity, which is printed on the ticket, becomes due.

### 15. Termination and exchange

15.1. The ordinary termination during the validity period of the ticket is excluded.

15.2. The Ticket cannot be exchanged.

### 16. Renewal of contract

16.1. Two months before the expiry of the validity period, the holder of the Ticket will be sent a written invitation by letter or e-mail for renewal of the contract, which contains an offer for a Klimaticket Ö Classic/Youth/Senior/Special. If the total amount for the new ticket is paid within the period of payment specified in the invitation letter for the renewal of the contract, the contract for the new ticket is automatically concluded for a period of twelve months. If payment is not made in time, no new contract will be concluded.

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

### 17. Klimaticket customer account

17.1 When purchasing from a service centre, a customer account can then be set up at [www.klimaticket.at](http://www.klimaticket.at) to view the contract and customer data at any time.

### 18. Change of customer data

18.1. The ticket cannot be transferred to another person or to any other time period.

18.2. In the event of a change of name, the ticket will be changed without effect on its validity after the holder of the Ticket has submitted proof to a service centre A replacement fee (see Appendix 3 [ 4]) will be charged for this.

18.3. A change in the customer data specified in the order, e.g. name, address or e-mail address of the holder of the Ticket must be declared immediately by means of the contact form on [www.klimaticket.at/kontakt](http://www.klimaticket.at/kontakt), in person at a service centre or online in the customer account. In the event of a lack of information about changes in the customer data, all documents and declarations sent to the last address/e-mail address given shall be deemed to have been received in accordance with the rules.

### 19. Liability

19.1. All participating transport companies and associations accept the Ticket, irrespective of the place of issue, as proof of entitlement to the transport service provided by the transport company and used by the passenger. The issuing agency being a transport company or association or One Mobility Ticketing GmbH or the Federal Government does not therefore provide the transport service in connection with the Ticket, rather the transport service can be provided exclusively by the respective transport company. The transport service is provided, carried out and managed exclusively by the respective transport companies and the transport contract is concluded exclusively between the holder of the Ticket and the respective transport company. The respective transport company, whose transport service is used by the holder of the Ticket, is solely and exclusively liable for all consequences or damages resulting from or related to the transport service. Any liability of the Federal Government, One Mobility GmbH or One Mobility Ticketing GmbH toward holders of the Ticket in connection with the transport service or the resulting consequences or damages is explicitly excluded.

19.2. The holder of the Ticket is liable for damages which are caused by incorrect information provided during the issuance.

19.3. If incorrect information is intentionally provided during the issuance process, or if it is misused, the holder of the Ticket can be permanently excluded from the use of the Ticket. In addition, criminal charges can be pressed in these cases.

19.4. The Federal Government reserves the right to exclude the holder of the ticket from the use of the ticket and/or to file a criminal complaint in the event of counterfeiting and misuse, for example when the ticket is passed on to third parties. In addition, inspections may lead to complaints in accordance with the conditions of carriage of transport association companies and transport companies.

19.5. The uninterrupted availability of the website [www.klimaticket.at](http://www.klimaticket.at) cannot be guaranteed. In this respect, there is a dependence on technical requirements for internet services and telecommunications. The Federal Government, One Mobility GmbH and One Mobility Ticketing GmbH are not liable for the availability of the website [www.klimaticket.at](http://www.klimaticket.at). This also applies to necessary maintenance periods.

19.6. The Federal Government, One Mobility GmbH and One Mobility Ticketing GmbH accept no liability for the completeness, lack of contradiction, accuracy and current validity of information provided by third parties.

## 20. Final Provisions

20.1. In the event of the invalidity of individual clauses this shall not affect the validity of other clauses.

20.2. For contracts between the holder of the Ticket and the Federal Government, Austrian law applies, with the exception of the referral rules of international private law and the UN Convention on Contracts for the International Sale of Goods. The place of performance and jurisdiction is Vienna, except in the event of a consumer business according to § 1 Consumer Protection Act (KSchG), BGBl No. 140/1979 idGF, where the Consumer Protection Act provides for a different jurisdiction for legal disputes in connection with the present General Terms and Conditions.

### Appendix 1 Border stations abroad

- Buchs SG
- St. Margrethen
- Lindau (Lake Constance) Reutin
- Passau Hbf
- Simbach/Inn
- Tarvisio Boscoverde
- San Candido/Innichen
- Brennero/Brenner
- Sopron

### Appendix 2 Klimaticket Ö permitted routes abroad

Part 1 According to the tariff rules of the participating traffic association organizations

- the Hungarian line section between Loipersbach-Schattendorf and Deutschkreutz
- the Hungarian line section between Baumgarten and Sopron
- the Liechtenstein line section between Tisis and Buchs (SG)
- the Italian line section between Sillian and Brenner, with a change in Franzensfeste, when travelling to and from stations in Austria
- The German line sections between Scharnitz and Ehrwald, with a change in Garmisch-Partenkirchen, when travelling to and from stations in Austria

Part 2 Routes abroad without stop on the foreign route section

- the German line section between Salzburg Hauptbahnhof and Kufstein, when travelling to and from stations in Austria
- the Liechtenstein line section between Tisis and Buchs (SG)

### Appendix 3 Fees

Type of fee	Amount
Replacement fee for replacement issue or change issue	€ 10
Payment fee	€ 250