

General terms and conditions

CTS EVENTIM Austria GmbH (hereinafter referred to as "eventim") is not itself the promoter of the events offered. These are carried out by the respective promoter, who is also the issuer of the tickets. By purchasing the ticket, contractual relationships with regard to the event visit are established exclusively between the ticket holder (customer) and the respective promoter. These legal relationships may be governed by the promoter's own terms and conditions. eventim sells the tickets on behalf of the respective promoter as an intermediary, unless it is expressly identified as the promoter itself in individual cases. By ordering tickets, the customer instructs eventim to process the ticket purchase, including shipping.

I. Scope of Application

The following General Terms and Conditions apply exclusively to all contracts and orders placed for the delivery of tickets in relation to eventim.

II. Conclusion of Contract, Cancellation

1. The offer to conclude a contract is made by the customer as soon as he has clicked on the "Buy" field. A contract between the customer and the respective contractual partner (event promoter) is only concluded when the correct payment data has been entered and the transaction number has been assigned and sent to the customer by eventim ("ticketing company").
2. No liability is assumed for the accuracy of the data contained in the eventim website.
3. eventim is entitled to cancel an order placed by the customer for which a transaction number has already been assigned (unilateral right of withdrawal) if the customer violates or attempts to circumvent specific conditions set by the promoter or eventim that were referred to in the context of the advance sale (e.g. violation of the limit on the number of tickets per customer, violation of document conditions, in particular of prohibitions on resale, attempted circumvention by registering and using several user profiles, etc.). The declaration of cancellation/withdrawal can also be made implicitly by crediting the amounts paid. Pursuant to section 18 para 1 item 10 FAGG, customers do not have a right of withdrawal (see also section IV "Right of Withdrawal").
4. The customer can detect input errors regarding contact details and payment method selection before placing his order and correct them at any time. When selecting tickets, the customer can detect input errors before placing his order and correct them at any time with the help of the "Change" button.

III. Price components and payment methods

1. The prices for tickets may exceed the printed ticket prices and, if applicable, may include fees for the use of certain means of payment. Depending on the event and order modalities, payment is possible by credit card (Visa or MasterCard), instant bank transfer, PayPal and Google Pay. The statutory sales tax is included in the price. The total price of the order is due for payment immediately after the conclusion of the contract. Payment processing for VISA and MasterCard is handled by CTS EVENTIM Nederland B.V., P.O. Box 3096, 2130 KB Hoofddorp, Netherlands, a subsidiary of CTS EVENTIM AG & Co. KGaA.
2. In connection with oeticket. Light there is no charge of any service and shipping costs.

IV. Right of withdrawal

There is no right of withdrawal for customers or the right of withdrawal for customers can expire prematurely in the case of the following contracts:

1. Services in the areas of accommodation for purposes other than residential, transport of goods, rental of motor vehicles as well as the supply of food and beverages and services provided in connection with leisure activities, provided that a specific time or period is contractually provided for in each case for the performance of the contract by the entrepreneur (section 18 para 1 item 10 FAGG). This means that insofar as eventim offers services in the field of leisure activities, in particular tickets for events, there is no right of withdrawal. Every order of admission tickets is therefore immediately binding after confirmation by eventim in accordance with II.1. and obliges to accept and pay for the ordered tickets.
2. Sound or video recordings or computer software that are delivered in a sealed package, provided that the seal has been removed after delivery (section 18 para 1 item 10 FAGG).

V. Delivery, use

Please take special care when handling mobile tickets to avoid data loss. Admission entitlements may not be misused, copied or modified. The principle of first access applies to admission (the ticketdirect/mobil ticket, which is accepted first with its unique identification, is the valid one. Subsequent tickets of the same identification will be automatically

invalidated by the entry of the first). By using the admission authorisation, the user also accepts the general terms and conditions of the promoter and the house rules of the venue.

VI. Limitation of liability, exclusion of withdrawal in the event of certain breaches of duty

1. In any case, eventim shall be liable without limitation in accordance with the Product Liability Act for damages caused intentionally or by gross negligence, in the event of fraudulent concealment of defects, as well as for damages resulting from injury to life, limb or health. Liability for damages resulting from the breach of a warranty is also unlimited.
2. In the event of a breach of essential contractual obligations (so-called cardinal obligations) that is only based on simple negligence, eventim's liability is limited to compensation for foreseeable damage typical of the contract.
3. Except in the cases referred to in paragraphs 1 and 2, eventim is not liable for damage caused by simple negligence.
4. The customer's right to withdraw from the contract due to a breach of duty for which the promoter or eventim is not responsible and does not consist of a defect in the goods is excluded.
5. To the extent that eventim's liability is excluded or limited in accordance with the preceding paragraphs, this shall also apply to the liability of its vicarious agents and vicarious agents.

VII. Final Clauses

1. The place of jurisdiction for corporate clients is the court in Vienna with jurisdiction over the subject matter, and for private clients the court with territorial and substantive jurisdiction.
2. As of 15.02.2016, the European Commission will provide [here](#) platform for online dispute resolution. Our e-mail address is support-light@oeticket.com
3. eventim is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Date: 21.10.2024