

General terms and conditions

CTS EVENTIM Austria GmbH (below "CTS EVENTIM") is not itself the promoter of the events on offer. The latter are organised by the respective promoter, who is also the party that issues the tickets. By purchasing the admission ticket, contractual relationships come into effect solely between the ticket holder (the customer) and the respective promoter concerning attendance at the event. It is possible that those legal relations are governed by the promoter's own terms of business. CTS EVENTIM Austria GmbH sells the tickets on behalf of the respective promoter, in its capacity as broker, unless it itself is explicitly named as the promoter in particular cases. By ordering tickets, the customer commissions CTS EVENTIM Austria GmbH to handle the ticket purchase, including shipping.

I. Scope

In relations with CTS EVENTIM Austria GmbH, the following General Terms of Business apply to all agreements and placed orders for the supply of tickets.

II. Conclusion of contract, cancellation

1. An offer to conclude a contract is made by the customer as soon as he or she has clicked on the field 'Buy'. A contract between the customer and the respective partner (promoter) is not concluded until the correct payment details have been entered and the transaction number has been allocated and sent to the customer by CTS EVENTIM Austria GmbH (the 'Ticketing Company').
2. No guarantee is given for the correctness of the data provided on the website of CTS EVENTIM Austria GmbH.
3. CTS EVENTIM Austria GmbH has the right to cancel a customer order for which a transaction number has already been allocated (unilateral right of withdrawal), if the customer acts in breach of specific conditions specified by the promoter or by CTS EVENTIM Austria GmbH, to which reference was made in connection with the ticket presale, or attempts to circumvent such conditions (e.g. acting in breach of limitations on the number of tickets per customer, in breach of document conditions, in particular bans on reselling, attempting to circumvent conditions by registering and using several user profiles, etc.). Notice of cancellation or withdrawal may also be given conclusively by refunding the amounts paid. According to § 18 Para. 1 Z 10 FAGG, customers have no right of withdrawal.
4. The contract text will not be saved after conclusion of the contract and is not accessible to the customer.
5. The customer can recognize input errors regarding contact-details and payment-method-selection before submitting his order and correct it at any time. After selecting tickets, the customer can recognize input errors before submitting their order and correct them at any time with the help of the "Change" button.

III. Price components and payment methods

1. Ticket prices may be higher than those printed on the tickets and may include fees for the use of certain means of payment. Depending on the event and the ordering method, payment may be made by credit card (Visa, American Express or MasterCard/EuroCard) and Sofortüberweisung. The price includes value-added tax at the statutory rate. The total price for the order, including all fees, is payable immediately after conclusion of contract. VISA and MasterCard payments are processed by CTS EVENTIM Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, Netherlands, a subsidiary of CTS EVENTIM Austria GmbH.
2. When ordering on the Internet, service costs could be charged and may vary depending on the event. These fees are displayed to customers in the shopping basket when ordering; no further, undisputed costs are incurred.

IV. No right to cancel

When it comes to the following contracts, customers do not have a right of withdrawal, or their right of withdrawal may expire prematurely:

1. Accommodation services for purposes other than living, transport of goods, renting of motor vehicles and supply of food and drinks, and services provided with relation to leisure activities, given a specific date or time frame is specified in the contract in order for the contract to be fulfilled (§ 18 paragraph 1 line 10 FAGG). That is to say if CTS Eventim Austria GmbH offers services in the area of leisure activities, especially tickets for events, there is no right of withdrawal. Any order of tickets is therefore binding as soon as CTS Eventim Austria GmbH has confirmed it according to II. 1. This confirmation obligates the customer to accept and pay for the tickets he/she has ordered.
2. Audio and video recordings or computer software that arrived in a sealed package, if the seal has been removed after delivery (§ 18 paragraph 1 line 8 FAGG).

V. Limitations on liability, exclusion of withdrawal in the case of certain breaches of obligations

1. CTS EVENTIM Austria GmbH bears unlimited liability under the Product Liability Act for damages caused wilfully or through gross negligence, for malicious non-disclosure of defects, and for damages resulting from personal injury to life, body or health. Liability for damages resulting from a breach of guarantee is similarly unlimited.
2. In the event of a material breach of contract due to ordinary negligence, the liability to be born by CTS EVENTIM Austria GmbH is limited to the reasonably foreseeable damages typically associated with this kind of contract.
3. With the exception of the cases specified in clauses 1 and 2 above, CTS EVENTIM Austria GmbH shall not accept liability for any damage caused by ordinary negligence.
4. The customer has no right to cancel the contract on account of a breach of obligation for which the promoter or CTS EVENTIM Austria GmbH bears no responsibility, or which does not pertain to a defect in the object of sale.
5. If the liability of CTS EVENTIM Austria GmbH is excluded or limited by the clauses above, this shall apply also to the liability of its vicarious agents.

VI. Shipping.use

We advise you to be especially cautious when ordering Mobile Tickets in order to prevent data loss. Tickets must not be misused, copied or changed. When entering the venue, the principle of first entrance applies (the first print@home Ticket or Mobile Ticket to be accepted by means of its non-ambiguous identification is the one that is valid. Later tickets with the same identification are automatically devalued when the first ticket is admitted). Upon using the ticket, the visitor using the ticket also accepts the general terms and conditions of the operator and the rules of the venue.

VII. Final provisions

1. For business customers, the place of jurisdiction is the responsible court in Vienna.
For private customers, the place of jurisdiction is the responsible local court.
2. As from 15 February 2016 the European Commission provides [here](#) an European Online Dispute Resolution platform.
Our email address is support-light@oeticket.com.
3. CTS EVENTIM Austria GmbH does neither commit itself nor is obliged to use alternative dispute resolution entities to resolve disputes with consumers.

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