

General Terms and Conditions

Terms of Use for “oeticket.Light” from CTS EVENTIM Austria GmbH (hereinafter referred to as “CTS EVENTIM”)

The oeticket.Light product is aimed at event organisers (hereinafter referred to as “counterparties”) and enables them, by means of a simplified user interface and a reduced range of functions, to manage events easily via a web interface, without separate product training, and to sell tickets to end customers, *inter alia* via the online shop provided by CTS EVENTIM.

I. Registration, formation of contract

1. In the course of registration, the counterparty must provide the required data truthfully and completely.
2. After appropriate registration, the functions of oeticket.Light can be tried out. For this purpose, the counterparty can create and manage its own events, but cannot release them for sale.
3. Acceptance of these Terms of Use by the counterparty constitutes an offer to CTS EVENTIM to enter into a contract for the use of oeticket.Light. CTS EVENTIM is free to accept or decline the offer; information to that effect will be provided by e-mail.
4. After formation of the contract in accordance with sec. I. 3., the counterparty is entitled to use the full range of oeticket.Light functions. If the offer is declined, CTS EVENTIM is entitled to erase the registration data of the counterparty.
5. A contract is concluded exclusively with entrepreneurs within the meaning of sec. 1 (1) and (2) of the Austrian Commercial Code [*Unternehmensgesetzbuch*, German acronym: UGB] and/or sec. 1 (2) of the Consumer Protection Act [*Konsumentenschutzgesetz*, German acronym: KSchG]. By accepting these Terms of Use, the counterparty confirms its entrepreneurial status.

II. Access to oeticket.Light

1. The counterparty must select access data and passwords that meet the usual security requirements, keep them secret and prevent unauthorised use by third parties.
2. The counterparty shall inform CTS EVENTIM without delay of any known or suspected misuse of access data or passwords. In such a case, CTS EVENTIM is entitled to block access to oeticket.Light until such time as the circumstances have been clarified and the misuse remedied. The counterparty shall be held liable for any misuse of access to oeticket.Light for which it is responsible.
3. The counterparty must satisfy and maintain the technical requirements for access to oeticket.Light, in particular with regard to the hardware and operating system software used, the internet connection and the current browser software. In addition, the counterparty must take due precautions to protect its systems, in particular by using the browser's standard security settings and up-to-date protection mechanisms to guard against malicious software (malware).

III. Services of CTS EVENTIM

1. CTS EVENTIM enables the counterparty to sell tickets for its own events via the oeticket.Light online shop and, as an additional option, via oeticket's own sales channels (ticket hotline, online shops such as www.oeticket.com), as well as via numerous advance booking offices connected to the oeticket sales network. The counterparty is not permitted to enter and process events in oeticket.Light for other counterparties as a service provider for CTS EVENTIM without entering into an appropriate supplementary agreement with CTS EVENTIM.
2. CTS EVENTIM grants the counterparty a simple and non-transferable right of use to oeticket.Light for the term of this Contract. CTS EVENTIM reserves the right to make changes to adapt oeticket.Light to the current state of the art, changes for optimisation purposes, in particular to improve user-friendliness, and changes to content. CTS EVENTIM will inform the counterparty about significant changes to oeticket.Light.
3. The average availability of oeticket.Light is 96% per annum. The availability calculation does not include maintenance and installation work. Transmission problems due to third-party disruptions are not taken into consideration when calculating availability.

IV. Cooperation by the counterparty

1. The counterparty undertakes to sell tickets to events it organises via oeticket.Light and - if it chooses these additional sales methods - via oeticket's own sales channels and advance booking offices connected to the oeticket network, and to integrate the oeticket.Light online shop provided by CTS EVENTIM into its website and use it for online ticket sales.

Events may only be sold via oeticket.Light if the maximum event size of 1,900 tickets for any given event is not

exceeded. Only tickets for events organised by the counterparty may be sold via oeticket.Light; the sale of coupons, merchandising, tickets for events organised by third parties, etc. is not permitted.

2. The counterparty itself is responsible for collecting the necessary data for sales via oeticket.Light. CTS EVENTIM assists the counterparty by means of appropriate application support (e-mail, reachable during CTS EVENTIM's normal business hours). The counterparty bears the responsibility and thus also the liability for all entries made by it in oeticket.Light, and also, in particular, for event titles, images and advertising copy. It shall fully indemnify CTS EVENTIM against any third-party claims asserted on the basis of its entries in the system (including any costs incurred by CTS EVENTIM for legal defence).

3. The counterparty shall ensure that only such events as listed in the above section are entered into and sold via oeticket.Light. If these conditions are not met, CTS EVENTIM will charge fees in accordance with the respective valid price list for the use of the CTS system (which CTS EVENTIM can provide to the counterparty at any time, on request); the right to extraordinary termination under sec. XIV.2 shall remain unaffected thereby.

4. Where the counterparty makes use of the option to sell its events via oeticket's own sales channels and the advance booking offices connected to the oeticket network, these sales channels will remain open until the end of the advance sale period for the event in question. Advance booking offices authorised for the sale are activated at the discretion of CTS EVENTIM.

5. The counterparty grants CTS EVENTIM the right to use logos and images (e.g. artists, groups, actors), free of charge and unlimited in time, for promoting pre-sales of tickets on all communication channels, e.g. in booklets, on posters, advertisements and other advertising media and on the Internet, and grants corresponding rights to OETICKET sales partners (e.g. advance booking offices, partner shops). The rights granted also include the right to any processing of the material in order to adapt it to the type of use in question (e.g. cropping, editing and presentation in landscape or portrait format, restriction to a section of the image, etc.). The counterparty shall guarantee that the image material is designed in accordance with the law (including giving the name of the artist) and that it is authorised to grant the aforementioned rights, and shall fully indemnify CTS EVENTIM against any third-party claims asserted against CTS EVENTIM and/or sales partners of CTS EVENTIM resulting from the use of the aforementioned materials (including any costs incurred by those parties for legal defence); any other claims from CTS EVENTIM and/or sales partners of CTS EVENTIM shall remain unaffected thereby. CTS EVENTIM shall be entitled to remove the materials of the counterparty in the event that third parties comprehensively assert that the use thereof infringes their rights or if there are other important grounds for doing so.

6. The counterparty shall provide CTS EVENTIM with the necessary data for an imprint within the meaning of sec. 5 of the E-Commerce Law [*E-Commerce-Gesetz*, German acronym: ECG] and sec. 25 of the Austrian Media Act [*Mediengesetz*, German acronym: MedienG] and shall guarantee that these data are correct and complete.

V. ticketdirect and Mobile Ticket, EVENTIM ticket material

1. Admission tickets sold via oeticket.Light are initially provided to the ticket purchaser exclusively as ticketdirect tickets. Ticket purchasers should have the opportunity at a later date to order tickets as Mobile Tickets.

a. With the ticketdirect process, the ticket purchaser receives the ticket(s) ordered as a PDF document sent electronically and can print them out on plain paper on a suitable printer. ticketdirect tickets are not sent out additionally by post. For ticketdirect, only payment by credit card or the *Sofort Überweisung* [direct online transfer] payment service are provided. CTS EVENTIM reserves the right to offer other payment methods in the future. The printed ticketdirect ticket bears, among other things, the purchaser's first and last name (this is identical for all tickets from the same order) and is provided with a barcode.

b. Mobile Ticket is an electronically transmitted ticket, which is transmitted via SMS to a mobile end-user device selected by the customer from a list of suitable models in the course of the order process. If the customer selects the "Mobile Ticket" delivery method when ordering the ticket(s), he or she will receive the ticket(s) ordered in electronic form on the mobile end-user device selected. Mobile Tickets are not sent out additionally by post. For Mobile Ticketing, only payment

by credit card is expected to be provided. CTS EVENTIM reserves the right to offer other payment methods in the future. The Mobile Ticket is provided with a barcode.

2. The counterparty authorises CTS EVENTIM to issue and sell ticketdirect and Mobile Ticket in its name and on its account for its events and shall accept them as admission to the event in question.

3. The counterparty is free to decide in what form it performs admission controls at the venue with regard to ticketdirect and/or Mobile Ticket. CTS EVENTIM has no obligations in this respect.

CTS EVENTIM expressly recommends that the counterparty check, identify and have ticketdirect and/or Mobile Tickets validated by the system at the venue using a suitable barcode reader, in order to prevent any misuse, such as persons presenting multiple print-outs or a copy of a ticketdirect ticket. The costs of implementing suitable access control measures shall be borne by the counterparty.

With EVENTIM.Access, CTS EVENTIM provides an electronic access control system tailored to ticketdirect and/or Mobile Ticket. The counterparty can rent or purchase EVENTIM.access from EVENTIM on request. In

this case, the counterparty and EVENTIM will conclude separate contracts for the rental or purchase of EVENTIM.Access.

4. If the tickets are sold via the web shops operated by CTS EVENTIM including the corresponding partner shops and via advance booking offices connected to the oeticket network, the tickets will be printed using the ticket material provided by CTS EVENTIM.

VI. EVENTIM.Access Scan app

1. The EVENTIM.Access Scan app is a software access control solution for admission tickets generated by means of the EVENTIM system. It is suitable for mobile use in the indoor and outdoor areas at events and/or venues. It is not possible to check admission tickets from external systems.

2. The minimum requirement for the operating system used by the counterparty on mobile devices is iOS 7.0 or Android 4.0 or higher. In addition, the mobile device used by the counterparty must have at least one functional and operational autofocus camera and flash LED.

3. The counterparty downloads the EVENTIM.Access Scan app via the respective app stores and installs it. In good time before the intended download, the counterparty must ensure that it meets the technical and other requirements necessary for the operability of the EVENTIM.Access Scan app. CTS EVENTIM is not responsible for connecting the EVENTIM.Access Scan app to any other device or program as part of the process of ensuring its operability, unless the parties agree otherwise in writing in individual cases.

In addition, use of the EVENTIM.Access Scan app requires compliance with the General Terms and Conditions of the EVENTIM.Access Scan app. These must be accepted by the counterparty and also the end users of the EVENTIM.Access Scan app when downloading the app from the respective app store.

4. To prepare the EVENTIM.Access Scan app for access control, the counterparty will be provided with so-called QR Codes for retrieval in oeticket.Light on the specific event detail page or under "My Profile". When these codes are scanned, the hardware is initially configured for access control. If the counterparty transfers these QR codes in the form of the PDF document provided to third parties (e.g. to personnel carrying out access controls), then it does so on its own responsibility.

5. The EVENTIM.Access Scan app can be used for access control of events which meet

6. the following requirements:

The admission tickets to be checked come from the online shop provided by CTS EVENTIM and/or the oeticket network.

The event is in the status of "published"; it is not possible to check events with a status of "blocked" or "cancelled".

It is a current event.

7. Synchronous online use of the EVENTIM.Access Scan app requires a corresponding high-performance online connection (min. ADSL 10Mbit/1Mbit, Wi-Fi signal-to-noise ratio of 30 dB at the entry point). For online use ("Only Online"), the EVENTIM.Access Scan app regularly synchronises on mobile terminal devices via predefined and configured Wi-Fi access and/or via the online mobile network with the database for the activated event, which is stored on the server and is constantly updated via the online connection. Thus, sales need not be stopped during online use and are possible even during the admission phase.

For offline use ("Locally first"), no available data connection is required during the admission phase. CTS EVENTIM expressly points out that after synchronisation and from the beginning of the admission phase, only admission tickets known to the EVENTIM.Access Scan app following synchronisation can be scanned.

Admission tickets and cancellations produced subsequently cannot be verified by the EVENTIM.Access Scan app without resynchronisation.

In order to ensure smooth use of the app, CTS EVENTIM recommends, as well as providing the data connection, performing an initial synchronisation between servers and the EVENTIM.Access Scan app at least two hours before the start of admission. In addition, use of other apps should be avoided during the admission phase and the batteries in the terminal devices should be fully charged in good time.

CTS EVENTIM points out that the terminals do not communicate directly with one another either in online or offline mode and that data exchange with the EVENTIM.Access Scan app server therefore takes place solely via a Wi-Fi connection to be provided and/or the online mobile radio network and its infrastructure components. If this is not ensured, using several end devices may lead to multiple use of admission tickets on different devices.

8. The hardware required for using the EVENTIM.Access Scan app shall be provided by

9. the counterparty at its own expense and on its own responsibility.

10. CTS EVENTIM does not charge any separate fees for providing the EVENTIM.Access Scan app.

11. The availability of the access control server is usually 99% per annum. Regular and extraordinary maintenance work is not taken into consideration when calculating availability. Extraordinary maintenance work is work which is necessary and may be performed to maintain the functionality and/or stability of the CTS systems.

12. Updates to the EVENTIM.Access Scan app are provided via the respective app stores and must be installed without delay by the counterparty or end user.

13. CTS EVENTIM may make changes to the EVENTIM.Access Scan app for the purposes of maintaining or improving the software, unless the performance of such measures is unreasonable for the counterparty. No changes may be made to the EVENTIM.Access Scan app by the counterparty. Extensions or attachments for mobile terminal devices (e.g. lens attachments) are not supported by the EVENTIM.Access Scan app.

VII. Cancellation/rescheduling of an event

1. CTS EVENTIM must be notified in writing of the cancellation of an event immediately after it becomes known; the sale of tickets for the event must be stopped immediately.

2. In the event of cancellation or rescheduling of one of its events, the counterparty shall issue CTS EVENTIM and the advance booking offices with the corresponding cancellation release for all tickets issued for this event by changing the status of the event to "cancelled". A ticketdirect and/or Mobile Ticket customer is reimbursed for the ticket purchase price paid by him or her without the need to return the ticketdirect and/or Mobile Ticket to the counterparty or to EVENTIM; instead, the corresponding ticketdirect and/or Mobile Ticket is cancelled directly in the system, its access authorisation deleted, and the ticket thus invalidated by the system. The same applies if cancellation is necessary in other individual cases (e.g. rescheduling or cancellation of an event, undeliverable mail shipments, defaults in payment, goodwill gesture). The ticket purchase price will only be refunded to the purchaser of the ticket in question.

3. The counterparty hereby consents to the sales proceeds available at CTS EVENTIM being used for the purpose of refunding ticket purchasers, once it has been established that the event has been cancelled. If necessary, the counterparty shall make available the proceeds required for this purpose to CTS EVENTIM and the advance booking offices without delay.

VIII. Ticket price, fees

1. The basic price of the ticket is determined by the counterparty. CTS EVENTIM is entitled to charge additional fees to be paid by the purchaser of the ticket.

CTS EVENTIM reserves the right to adjust the fees. Individual services provided by CTS EVENTIM are charged separately to the counterparty, where such individual services are provided in specific cases. In such cases, CTS EVENTIM will prepare an individual offer for the counterparty.

2. Ticket-related fees are also charged if an event is not held, for whatever reason.

3. CTS EVENTIM is solely entitled to the current ticket fee, which the advance booking office collects in trust when the ticket is sold.

4. CTS EVENTIM is entitled to the advance booking fees as sales commission for sales made via CTS's own advance booking channels. The commission claim against the counterparty also applies if the event is cancelled.

IX. Collection and invoicing

1. Expired events will be invoiced by CTS EVENTIM within 5 working days after expiry of the event date and after the counterparty has set the event status to "completed" in oeticket.Light. Payment to the counterparty shall be made after invoicing and shall be limited to the payments actually made/collected by the ticket purchasers and advance booking offices. CTS EVENTIM shall issue proper invoices for this purpose.

2. CTS EVENTIM shall first deduct the fees to which it is entitled from the proceeds received, in accordance with the applicable price list; the amount remaining shall be passed on to the counterparty. The ticket fee is due for payment when the tickets are booked. CTS EVENTIM shall also be entitled to set off any remaining amounts within the meaning of sentence 1 against any other claims against the counterparty.

3. CTS EVENTIM shall be entitled to send invoices electronically to the counterparty, to which the counterparty hereby gives its consent; it may additionally provide to CTS EVENTIM, in writing, an e-mail address intended for this purpose.

4. The proceeds collected through direct sales are retained by the event organizer. The fees owed to CTS EVENTIM, according to the applicable price list, will be invoiced to the counterparty by CTS EVENTIM after the event has concluded and has been marked as "completed."

5. The counterparty must raise any objections to the invoices issued by CTS EVENTIM without delay, but no later than two weeks after receipt of the invoice, in writing to CTS EVENTIM.

6. The assignment of claims by the counterparty against CTS EVENTIM requires the prior written consent of CTS EVENTIM.

X. Advertising

When advertising its events, if the counterparty makes use of the opportunity to sell its events via the CTS sales channels, it shall clearly indicate its link with the CTS system on all advertising material (posters, press advertisements, etc.) for its events sold via oeticket.Light and the oeticket network, taking into consideration the current corporate identity

of CTS EVENTIM (see sec. III 1.). For this purpose, CTS EVENTIM provides the counterparty with the standard print templates for download at

<https://eventim-business.eventim.net/b2b-portal-oeticket/logos>.

Where it is reasonable to do so, the counterparty shall apply these logos to all advertising material. The counterparty shall ensure that these notices and advertisements are structured and designed in a legally proper manner and shall, in particular, arrange for all notices concerning fees for value-added telephony services, etc. which are required under competition law.

XI. Data use

1. With regard to the collection and use of personal data of oeticket.Light users, the counterparty and CTS EVENTIM shall act as joint controllers within the meaning of data protection regulations. This does not include personal usage data (e.g. cookie data, website analyses), for which CTS EVENTIM is the sole controller. CTS EVENTIM is the sole service provider within the meaning of sec. 3 ECG.

2. The parties hereby specify the purposes of the collection and use of these data by mutual agreement, as follows:

CTS EVENTIM uses the customer data generated via the oeticket.Light online shop which is provided to the counterparty for order processing and communication relating to order processing, including potentially sending out newsletters, sending an informational e-mail prior to the event, sending an e-mail survey to the customer regarding his or her evaluation of the event and sending an informational e-mail if the same or similar events as the one for which the user purchased a ticket take place. The counterparty uses the customer data generated via oeticket.Light for the execution of the event as well as for potentially sending out newsletters and sending an informational e-mail if the same or similar events as the one for which the user purchased a ticket take place and are sold via oeticket.Light. Details of how the data are used are set out in the joint Privacy Statement, in which the parties inform oeticket.Light users about data handling. If

a party wishes to collect or use the oeticket.Light online shop customer data provided to the counterparty for purposes other than the purposes or scope specified in the joint Privacy Statement, this is permitted only with the consent of the other party and provided that the joint Privacy Statement has been amended accordingly beforehand and that the intended data use is permitted under data protection law. The other counterparty will only refuse its consent for material reasons, e.g. if it is of the reasonable opinion that the intended data use breaches applicable data protection laws.

3. The counterparty can download the customer data generated by oeticket.Light and agreed upon jointly by the parties via a link in oeticket.Light. The party may only use the downloaded data to the extent permitted by data protection law and in accordance with this Contract and the joint Privacy Statement. If the counterparty uses customer data in a manner contrary to the provisions of this Contract or of the joint Privacy Statement and a claim is made against CTS EVENTIM by a third party in connection with such data use, the counterparty shall indemnify CTS EVENTIM upon its first request against all claims of third parties (including any costs incurred by CTS EVENTIM for legal defence).

4. In connection with event management, the counterparty may determine independently whether the tickets for the event in question are to be sold exclusively via oeticket.Light or also via the sales channels described in Section III 1. If and to the extent that the counterparty determines in the course of managing an event that tickets are also to be sold via the oeticket network and via the oeticket ticket shops, CTS EVENTIM shall be solely responsible for the collection and use of customer data generated via the oeticket network and, in particular, the ticket shops. The counterparty has no claims against CTS EVENTIM for the transfer of such customer data.

5. The parties shall jointly ensure compliance with the obligations to inform pursuant to Art. 13 and 14 of the General Data Protection Regulation (GDPR) by using the joint Privacy Statement and disclosing it to the data subjects in accordance with the statutory requirements and, in particular, by integrating it into the online shop. CTS EVENTIM shall act as a joint point of contact for data subjects and shall receive and process requests from data subjects within the meaning of Chapter III of the GDPR, including requests relating to the processing of customer data by the counterparty; the counterparty shall provide CTS EVENTIM with the information required for this purpose without delay. If a data subject contacts the counterparty with such a request, the counterparty must forward the request to CTS EVENTIM without delay. CTS EVENTIM is also responsible for providing the essential contents of the provisions of this joint controller agreement to data subjects upon request, in accordance with Art. 26 (2) GDPR (second sentence). If a customer exercises his or her right to object to the sending of direct advertising under Art. 21 GDPR or if he or she withdraws consent previously given in this regard, the party in question must ensure that this request is implemented without delay; in the case of e-mail advertising, for example, by inclusion in a corresponding advertising block list.

6. Both counterparties must fully inform each other without delay in the event of discovering any errors or irregularities or any breaches of provisions of this Contract or the applicable data protection legislation (including the GDPR). Both parties must appoint an expert and reliable data protection officer in accordance with Art. 37 GDPR for so long as the requirements for a legal obligation for such an appointment are met. The parties must impose a written obligation on all persons involved in data processing in their respective areas of responsibility to maintain confidentiality regarding customer data.

The parties shall record the processing of customer data in their respective records of processing activities pursuant to Art. 30 (1) GDPR. Each party may only commission processors to process customer data with the

prior written consent of the other party. The party wishing to commission the processor is responsible for ensuring compliance with the legal requirements, including Art. 28 GDPR. It shall provide the other party upon request with a copy of the commissioned processing agreement to be concluded and other relevant evidence. The counterparties shall also support each other in fulfilling their obligations under data protection legislation regarding customer data, such as by providing the other party upon request with all necessary information about its processing and data protection measures regarding customer data.

7. The parties shall ensure the security of the customer data generated and undertake that they shall observe the applicable legal requirements for the security of the processing of the customer data in their respective customer data processing operations. They undertake to adopt the measures required under Art. 32 GDPR in their respective areas of responsibility.

8. CTS EVENTIM is responsible for verifying and complying with any existing notification obligations to the competent supervisory authority pursuant to Art. 33 GDPR or to data subjects pursuant to Art. 34 GDPR resulting from a breach of personal data security ("personal data breach") within the meaning of Art. 4 (12) GDPR. Such a notification shall be made for and in the names of both parties as joint controllers. Each party shall notify the other party without undue delay of any data breach of which it has become aware and shall cooperate in any notification in accordance with Art. 33 and 34 GDPR and in taking all necessary and reasonable actions to clarify and remedy data incidents and, in particular, shall provide all information relevant in this respect without delay. Before a notification is made, the parties shall agree on how to proceed.

9. The parties shall immediately notify the other party if they are contacted by a data protection supervisory authority in connection with this Contract, their cooperation or their data processing operations. The Parties agree that requests from competent data protection supervisory authorities must, as a general principle, be acted upon and, in particular, that any

information requested must be provided and opportunities allowed for verification (including onsite verification). In this context, the parties shall grant the necessary access, information and inspection rights to the competent data protection supervisory authorities. As far as possible, the parties shall coordinate with each other before acting upon any requests from competent data protection supervisory authorities or disclosing information to competent data protection supervisory authorities in connection with this Contract, their cooperation or their data processing operations.

XII. Liability

1. CTS EVENTIM shall not be held liable for any disruptions or damage of any kind whatsoever caused by circumstances beyond its control, which it could not have foreseen or avoided even with due commercial diligence, such as power failure, line outages, strikes, etc. This exclusion shall not apply in the event that CTS EVENTIM acts intentionally or with gross negligence.
2. CTS EVENTIM shall not be held liable for damage caused by external advance booking offices and shall assume no responsibility for handling any legal relationships between the counterparty and its representatives on the one side and external advance booking offices on the other. This exclusion shall not apply in the event that CTS EVENTIM acts intentionally or with gross negligence.
3. There are no contractual relationships between CTS EVENTIM and the purchaser of a ticket with regard to the execution of the events. The counterparty shall indemnify CTS EVENTIM against all claims asserted against CTS EVENTIM by ticket purchasers or other third parties due to cancellation, rescheduling or other problems in connection with an event of the counterparty.
4. Any liability on the part of CTS EVENTIM towards the counterparty for damage caused intentionally or by gross negligence, for damage to life, limb and health and in accordance with the Product Liability Act [*Produkthaftungsgesetz*] shall not be limited by these Terms of Use.
5. CTS EVENTIM shall not be held liable for damages caused by it through simple negligence. This exclusion shall not apply in the event that CTS EVENTIM causes injury to life, limb or health or breaches essential contractual obligations (so-called cardinal obligations) through simple negligence. In the event of a breach of material contractual obligations based solely on simple negligence, CTS EVENTIM's liability shall be limited to compensation for foreseeable damage of a contractual nature. Material contractual obligations are all obligations which must be fulfilled to ensure the proper performance of the contract.
6. Where CTS EVENTIM's liability is excluded or limited, this shall also apply to the liability of CTS EVENTIM for its legal representatives, subcontractors and vicarious agents as well as to their personal liability.
7. Claims of the counterparty against CTS EVENTIM shall lapse within one year of the counterparty becoming aware of the claim in question, unless they are based on an intentional or grossly negligent breach of duty or on injury to life, limb or health.

XIII. Confidentiality

The counterparty undertakes to use the information which has come to its knowledge within the framework of this contractual relationship solely for advance ticket sales and executing its events, including advertising its events, and not to pass it on to third parties or use it in any other way.

XIV. Contract validity, term and termination

1. This Contract may be terminated in writing or electronic text by either party, upon four weeks' notice to the end of the month. The timeliness of the termination notice is determined by the counterparty's receipt of the termination notice.
2. CTS EVENTIM is entitled to extraordinary termination without notice for good cause. If the good cause is a breach of the counterparty's material contractual obligations, termination is permitted only after a period set for remedial action has expired to no avail or after a warning has been given with no effect. In the event of termination without notice, CTS EVENTIM is entitled to deactivate the counterparty at the latter's own expense and immediately block its events for sale via oeticket.Light and the CTS system.
3. The counterparty, in turn, is entitled to terminate the contractual relationship extraordinarily and, where appropriate, without notice if CTS EVENTIM breaches essential contractual provisions and does not remedy the breach and its consequences within a reasonable period of time following an appropriate warning (in written or electronic text form) from the counterparty.

XV. Winding-up at the end of the Contract

1. If the advance sale for an event has not yet started at the end of the Contract, CTS EVENTIM shall be entitled to refuse the advance sale via the sales channels governed by this Contract.
2. If the advance sale has already begun at the relevant point in time pursuant to Section 1, CTS EVENTIM shall be entitled to discontinue the advance sale with immediate effect.

XVI. Amendments to the Terms of Use, set-off, change of counterparty, severability clause

1. CTS EVENTIM is entitled to amend these Terms of Use with effect for the entire future business relationship with the counterparty after notification to this effect. An amendment shall be deemed to be approved if the counterparty has not sent its objection in writing within one month of the notification of the amendment. CTS EVENTIM shall draw the counterparty's attention to this consequence in the notification of the amendment.
2. The counterparty may only set off claims against CTS EVENTIM in the case of legally established or recognised claims. The same shall apply to the exercise of rights of retention.
3. CTS EVENTIM is entitled to transfer the Contract with all rights and obligations to another company, in particular an operating company. This other company must be in a position to fulfil the contractual obligations properly over the entire term of the Contract. The counterparty hereby agrees to a transfer.
4. There are no oral ancillary agreements hereto. Amendments or addenda to this Contract shall only be effective if made in writing. This also applies to any amendment of this written form requirement.
5. Should individual provisions of the Contract be invalid either in whole or in part, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a provision coming as close as possible to the business purpose of the invalid provision; if this is not possible, the gap shall be filled by applicable law.
6. The law of the Republic of Austria shall apply exclusively but excluding the UN Convention on the International Sale of Goods and Austria's conflicts-of-law rules. The sole place of performance for delivery, service and payment shall be Vienna.
7. Jurisdiction and venue for disputes arising from this Agreement shall lie exclusively with the Commercial Court of Vienna.

Version of: 22/10/2024

Overview of fees

Ticket-related fees for ticket purchasers

Standard price	
Ticket fee	5%* of base price
(per ticket booked)	(* incl. VAT)
Direct sales	€0,30
(per ticket booked)	(incl. VAT)

Service and shipping fees for ticket purchasers in the event organiser online shop

ticketdirect online service fee (per order)	€0.00
	(incl. VAT)

Optional: Additional fee for ticket purchasers using the oeticket network

Advance sales fee via the oeticket network	10%* of base price
(per ticket booked)	(* incl. VAT)
Online service fee (from €25.00)	€2.50
(per ticket booked)	(incl. VAT)

Shipping costs
(per order)

Depending on the shipping method
€6.95 € (incl. VAT)
For standard shipping within Austria (for international delivery or express delivery,
higher shipping costs may apply).

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