

## **HOFBURG SILVESTERBALL TICKET SALES GENERAL TERMS AND CONDITIONS**

### **1 SCOPE OF APPLICATION**

**1.1** These General Terms and Conditions (GTC) for the HOFBURG Silvesterball, a proprietary event, apply to contracts concluded between Wiener Kongresszentrum Hofburg Betriebsgesellschaft m.b.H. Heldenplatz, 1010 Vienna, Tel +43 1 5873666, Fax +43 1 5356426 (hereinafter referred to as "HOFBURG Vienna" or "HV"), and the customer (hereinafter referred to as "the Customer"), regardless of whether a contract is concluded online via the HOFBURG Silvesterball website ([www.hofburgsilvesterball.com](http://www.hofburgsilvesterball.com)), by e-mail, telephone, fax or letter, or in person.

**1.2** Visitors in possession of a ticket are subject to HV's house rules. If a ticket is transferred, the transferor is obliged to notify the transferee that these GTC and the house rules apply to each additional transferee. These GTC are an integral part of the contract between the Customer and HV.

**1.3** By submitting a contractual declaration (see clause 2 below), the Customer declares his/her acceptance of these GTC. Contracts can only be concluded on these conditions. HV must expressly consent to any terms and conditions or regulations of the Customer which deviate from, conflict with, limit or supplement these GTC, so that they become an integral part of the contract in the respective case. Actions taken by HV as part of fulfilling the contract do not constitute consent to conditions that deviate from its GTC.

**1.4** In the case of several contracts concluded at different times, the applicable version of the GTC published by HV at the time the Customer submits the respective contractual declaration (see clause 2) will apply. Concluding several contracts with a single Customer does not constitute a long-term agreement or claim of any other kind to conclusion of another purchase agreement, unless a master agreement is expressly concluded in writing.

**1.5** HV reserves the right to unilaterally amend these GTC at any time. The GTC as amended, including the version number, are published at [www.hofburgsilvesterball.com](http://www.hofburgsilvesterball.com) under Downloads/GTC.

### **2 CONCLUSION OF CONTRACT**

**2.1** The presentation of products on the website or at HV's office does not constitute an offer in the legal sense. A legal offer can only be made by the Customer on the basis of clauses 2.2 and 2.3.

**2.2** An offer in the legal sense must be made on site (i.e. at HV's office) when the Customer selects and pays for his/her tickets. Receipt of the purchase price and the handover of tickets to the Customer constitutes legal acceptance by HV.

**2.3** On the website, the Customer makes an offer by ordering the ticket(s). Before submitting an order, the Customer receives a summary of the content of the order, including all prices, which the Customer may then correct or confirm.



# HOFBURG

V I E N N A

**2.3.1** The Customer places the order by completing all compulsory fields (marked with an asterisk) and again confirming the content, including all prices. The order procedure results in conclusion of a contract when the Customer clicks on the button marked "Confirm binding reservation". The offer is then binding on the Customer. Receipt of an order by HV is confirmed by an automatically issued e-mail; this does not constitute legal acceptance of the order. HV receives e-mails only during regular business hours (Monday to Friday from 9am to 4pm CET, excluding statutory public holidays in Austria). Außerhalb dieser Zeiten auf dem HV Server einlangende Nachrichten gelten erst am nächsten Arbeitstag als zugegangen.

**2.3.2** The order confirmation represents legal acceptance of the order by HV. HV is entitled to accept only certain parts of an order, or to reject an order without stating reasons.

**2.4** The customer is aware that the internet is not a secure means of communication, and that data sent via the internet may become known to, or be modified by third parties. The customer bears the risk of data not being received by us in the form sent by the customer or at all. We trust that data received by us has been sent in such form by the customer.

**2.5** Upon purchasing tickets, the Customer will exchange the order confirmation sent to him/her for an original ticket at the collection times specified in the confirmation. Acceptance of tickets by the customer shall be confirmed by signature.

**2.6** HOFBURG Vienna shall not be liable for any loss or damage caused by payments not being authorised by the customer's credit card company and/or for any goods lost during shipping by post. In particular, HOFBURG Vienna shall not be liable for shipping performed by third parties such as Österreichische Post AG or any other shipping or courier services. For this reason no compensation claims against HOFBURG Vienna will be accepted for wrong or non-delivery of goods.

## **3 PRICES AND SHIPPING COSTS**

**3.1** Our prices include statutory Austrian value added tax and are exclusive of shipping costs or any ancillary services, unless the currently valid price list specifies other shipping conditions.

**3.2** We also charge a lump sum for packaging and dispatching our shipments ("Shipping Costs"); the exact amount depends on the product ordered and the destination of the delivery. A summary of the Shipping Costs can be retrieved at [www.hofburgsilvesterball.com](http://www.hofburgsilvesterball.com).

**3.3** Shipping per EMS (domestic) to the shipping address specified by the customer at the time the order is placed shall be at the customer's risk and expense.

**3.4** In the case of circumstances beyond our control, such as force majeure, unforeseeable operational disruptions, official interference, transportation and customs delays, damage in transit, rejection of important parts and industrial disputes, the shipping period shall be extended by the duration of the obstacle to delivery.

**3.5** Where feasible, partial shipping is permitted by law. Each partial shipment shall be deemed to be a stand-alone transaction and may be billed separately.



# HOFBURG

V I E N N A

## 4 TERMS OF PAYMENT

**4.1** Unless otherwise agreed in writing, amounts payable to HV must be paid in full and without deductions before the ordered tickets are handed over. In the case of purchases made on the HV website where the Customer selects the option for delivery of the ordered goods, payment can be made using the following methods: credit card (MasterCard or Visa) or SOFORT Überweisung direct transfer.

**4.1.1** In the case of collection from or purchase at HV, various payment methods can be used. Further details can be obtained by calling +43 (0)1 5873666-214, by sending an e-mail to hofburgsilvesterball@hofburg.com, or directly from HV. The purchase price is payable on acceptance of the offer by HV. In the case of payment by credit card, the payment price will be debited from the credit card specified by the Customer on acceptance of the offer by HV. When paying by SOFORT Überweisung direct transfer, the total amount will be debited from the specified account immediately and without deductions once the Customer confirms the transaction.

**4.2** In the case of a payment delay that is the fault of the Customer, default interest of 12% applies. In addition, the Customer must also pay any reminder fees and collection costs incurred as part of the related legal action, in particular the costs of any collection agency engaged, which arise because of the currently valid regulations governing fee limits of collection agencies, as well as all reasonable costs for out-of-court or any possible court proceedings for collection (in particular costs of legal representation in accordance with the *Rechtsanwaltstarifgesetz* [Legal Practitioners' Fees Act]). Such costs may not be offset against the purchase price payable to HV.

**4.3** If the Customer defaults on payment or any other obligations, and without prejudice to any other rights it may have, HV is entitled to retain any shipments until the agreed consideration has been paid while ensuring compliance with the shipping deadline, or to rescind the contract after expiry of a reasonable grace period and to claim compensation due to non-performance.

**4.4** The Customer may only offset its claims if HOFBURG Vienna becomes insolvent, or against connected, undisputed or legally established claims. Entrepreneurs in the meaning of the *Konsumenschutzgesetz* (Consumer Protection Act) may only assert rights of retention with regard to claims of this kind.

## 5 EIGENTUMSVORBEHALT

Until complete payment of the amount due, including all incidental charges, the shipped tickets remain in HV's exclusive and unlimited ownership, and HV will deny the Customer entrance to the event in question.

## 6 RESALE

Resale of tickets for commercial purposes, of personalised tickets and of tickets for which concessions or discounts were claimed, in particular resale via secondary ticket or auction platforms such as eBay, viagogo, willhaben or stubhub, is only permitted with HV's written approval. If tickets are found to have been resold without approval, these tickets will immediately become invalid. HV expressly reserves the right to take additional legal action.



# HOFBURG

VIENNA

## 7 GEWAHRLEISTUNG

**7.1** Any defect shall be reported, if possible, at the time of shipping or after such defect has become apparent without the customer, who is a consumer within the meaning of the Konsumentenschutzgesetz (Consumer Protection Act), being subject to any disadvantageous legal consequences in the case of failure to report defects. If the customer is an entrepreneur within the meaning of the Consumer Protection Act, he/she must, immediately after receipt, examine the shipped goods or otherwise performed service to ensure these are complete, correct and otherwise free from defects. In the case of any defects, the customer must make any complaints in writing immediately or at the latest five working days after receipt of the goods or services; otherwise he/she shall forfeit the right to all claims to which he/she would be entitled in the case of proper examination of recognisable defects.

**7.2** Where the goods are defective, the customer may choose between rectification or exchange of the goods. Only if neither of these options is available may the customer request an appropriate price reduction or return of the goods and a refund, in accordance with statutory regulations. If we rectify a defect, this shall occur at our expense. In relation to the HOFBURG Silvesterball, the Customer must allow HV to make improvements during the event, and notify HV of any errors or defects, such as an incorrect seat allocation, in order to ensure the rapid and effective correction of the error/defect.

**7.3** For each shipment, claims arising from defects become statute-barred within the statutory warranty period of two years from the date of shipment or service, irrespective of the legal grounds advanced for the defects (including warranty, compensation for loss or damage or special rights of recourse). For consumers, in the case of legal defects, this period commences upon recognition of the defect.

**7.4** If HOFBURG Vienna procures tickets for the Customer – e.g. waltz lessons, opera tickets, concert tickets, gala tickets for the Spanish Riding School, etc. – in the name and on the account of the respective event organiser, any claims whatsoever in connection with the event must be addressed exclusively to the event organiser in question. HOFBURG Vienna is only liable for the proper procurement of tickets. In particular, the respective event organiser's terms and conditions apply to the event itself.

## 8 NO RIGHT OF RESCISSION

**8.1** The events offered are leisure services in the meaning of the Consumer Protection Act and the *Fern- und Auswärtsgeschäfte-Gesetz* (Online and Distance Selling Act). Consequently, pursuant to section 18(1)(10) Online and Distance Selling Act, also in the case of a contract concluded by way of distance selling, the Customer has no special cancellation right or right of rescission.

**8.2.1** Separate **rescission** and **cancellation terms** apply to the Hofburg Silvesterball. These are available online at [www.hofburgsilvesterball.com](http://www.hofburgsilvesterball.com).

## 9 COMPENSATION FOR LOSS OR DAMAGE

**9.1** HOFBURG Vienna shall not be liable for any loss or damage on any legal grounds whatsoever, including delay, impossibility of service, violation of a contractual duty by an action, default in concluding a contract, consequential harm caused by a defect, defects, or prohibited actions, negligently caused by us or by persons for whom we are responsible. Customers who are entrepreneurs within



# HOFBURG

V I E N N A

the meaning of the Consumer Protection Act must prove gross negligence or wilful intent. In the case of contracts with consumers, personal injuries and damage to goods accepted for repairs are excluded from this limitation of liability.

## 10 FILM, VIDEO AND SOUND RECORDINGS

**10.1** The HOFBURG Vienna reserves the right to produce audio-visual material during events in the form of photographs taken and/or video recordings made by individuals or service providers hired or accredited by the HOFBURG Vienna. The images and recordings will portray the event itself, as well as individual participants.

**10.1.1** Individuals participating in or otherwise involved in an event consent through their conduct to participate or be involved in the production and publication of photographs and recordings for communications purposes, including on social media. This consent includes the download of such photographs and recordings from HOFBURG Vienna websites. Consent applies in particular when individuals show their willingness to participate or be involved in the production of photographs and recordings, e.g. by posing or looking into the camera.

**10.1.2** In the case of photographs and recordings focusing on particular individuals, participants have the right and the option to notify the photographer or film maker at any time that they do not wish to be included in an image or recording. If such notification is not possible or is ignored, upon receipt of corresponding information the HOFBURG Vienna will subsequently prevent publication by itself and its service providers.

## 11 DATA PROTECTION

**11.1** The customer consents to the acquisition, processing, storage and utilisation of data provided by him/her in connection with the placement and processing of orders for accounting purposes and for internal market research and marketing purposes. This data is used by us legal compliance, payments management and advertising purposes.

**11.2** Customers of the HOFBURG VIENNA receive digital information relevant to the business relationship. As a result of an amendment to section 107 Telecommunications Act, since 1 March 2006 HV as only been permitted to send invitations and information with customers' prior consent. The HOFBURG VIENNA is committed to ensuring that it only contacts individuals with a direct interest in events held at HV. Customers who do not wish to receive information by e-mail have the possibility to unsubscribe from the mailing list by clicking on the link in the footer of each e-mail or by sending an e-mail to [hofburgsilvesterball@hofburg.com](mailto:hofburgsilvesterball@hofburg.com) with the subject "Abmeldung vom Newsletter".

## 12 SONSTIGES

**12.1** Shipments and declarations of intent shall be made to the address provided by the customer on the order form with legal effect, unless we are notified in writing of another address. When concluding the contract, the customer is obliged to completely and correctly provide all material information required in the form. Should the customer provide any incorrect, incomplete and unclear information, the customer shall be liable for all costs incurred by us as a result. In the case of any other damages, the customer is obliged to immediately notify us in writing of any changes to the customer's name, address or domicile. In case of failure to do so, each written notification sent to the address which the customer notified us of most recently shall be sufficient for the requirements of an effective notification.



**HOFBURG**

V I E N N A

**12.3** Any contractual terms and conditions of the customer are expressly and entirely excluded.

**12.4** Should any individual clauses of these general terms and conditions HOFBURG Silvesterball be ineffective, this shall not affect the validity of the remaining provisions and any contracts concluded on their basis. In place of the ineffective provision, the parties shall agree a provision which is effective and approximates most closely to the meaning and purpose of the ineffective provision.

### **13 GENERAL PROVISIONS**

**13.1** This contract, including the question of its effectiveness, shall be subject to Austrian law and the conflict of laws rules, which trigger applicability of foreign law and UN sales law, shall be excluded.

**13.2** The place of performance and the place of payment shall in any case be Vienna.

**13.3** When interpreting the contract the German wording shall apply exclusively.

**13.4** For disputes arising in connection with this contract the District Court Innere Stadt Vienna shall have exclusive jurisdiction. If the customer is a consumer within the meaning of the Consumer Protection Act, this place of jurisdiction shall be deemed to be agreed only where the customer has his/her domicile, habitual residence or place of work in this administrative district, or where the customer lives abroad. We are also entitled to bring an action against the customer at his/her general place of jurisdiction.

**13.5** The feminine form shall apply likewise to the masculine form. For the sake of convenience the masculine form has been chosen in these General Terms and Conditions.