

Terms and Conditions and Privacy Policy

of
Austria Ski Veranstaltungsgesellschaft m.b.H.
Olympiastraße 10
6020 Innsbruck

and
Austria Ski Nordic Veranstaltungsgesellschaft m.b.H.
Olympiastraße 10
6020 Innsbruck

www.oesv.at / www.skiaustriaticket.at
info@oesv.at

for Events in Austria.

1. General

The following provisions regulate the ticket sale and the Visitor terms and conditions for Events organised in Austria by above mentioned companies (hereinafter referred to as “Organiser“).

Purchase of tickets is always subject to these Terms and Conditions.

The Ticket Purchaser states that prior to the purchase of the ticket s/he collected information about time, duration, place, type and programme of the Event as well as about child protection regulations and whether the Event is appropriate for his/her purpose or visit especially via the Organiser’s websites and publications (website www.oesv.at / www.skiaustriaticket.at and other linked information). If the ticket is purchased for another Visitor, the Ticket Purchaser undertakes to make sure the Ticket Holder and the Visitor knows and observes these Terms and Conditions as well as the Venue Rules (see below) and follows the instructions of the staff and the Organiser. By using the ticket the Visitor confirms to know these Terms and Conditions and the Venue Rules and their application.

“Event” is the competition and all other activities according to the ticket category scheduled for the ticket’s day of validity.

Any amendments, modifications or side-agreements to these Terms and Conditions as well as any warranty must be in writing to be legally applicable. This shall also apply to agreements to change this formal requirement. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of this Agreement. Any invalid provision shall be replaced with a provision that is valid and comes closest to the original intention of the invalid provision.

2. Regulations when Purchasing a Ticket

The Visitor accepts the following conditions upon the purchase of the ticket:

- a) Immediately upon receipt of the ticket, the Visitor has to check its accuracy (especially regarding Event, date, number of tickets and price). Consumer complaint for incorrect tickets has to be filed in writing on delivery (e.g. ticket print with online bookings / *"print at home"*: so-called Print@Home-Tickets), the latest, however, within three working days upon receipt (e.g. email).
- b) The first-come-first-serve-principle will be applied for the admission to the Event. This means that if the same admission ticket is presented, the one presented first is the valid one. Visitors with Print@Home tickets and mobile tickets are asked not to make their tickets available to other persons and to keep them safe, in order to prevent fraudulent use by third parties.
- c) In case Print@Home tickets are purchased, the Visitor has to make sure that the tickets are printed in such a way that bar code and QR Code can be read at the security check.
- d) As to mobile tickets the Organiser recommends to take a printed ticket along as well. The Organiser assumes no liability in case of data loss within the responsibility of the Visitor (e.g. deletion or loss of phone).
- e) There is no right of withdrawal: therefore, tickets cannot be returned. It should be specifically noted that also no right of withdrawal will be granted, if the ticket is purchased via distance selling or outside of business premises (e.g. at an online shop or per email) as the service rendered is connected to leisure activities (§ 18 para 1 Z 10 FAGG).
- f) Lost tickets will not be replaced.
- g) It is forbidden to change or copy tickets. Changed original tickets are not valid anymore. Tickets not validated correctly are invalid. Tickets become void as soon as the spectator leaves the venue during the Event, unless the Organizer has provided for a procedure for re-entering the venue with the ticket (e.g. re-scan of the tickets, marking stamps).
- h) In case the Event is postponed, the ticket remains valid for the scheduled alternate date. In case of postponement the Ticket Purchaser is not entitled to return the ticket. In order to guarantee the logistic handling of the Event, the Organiser is entitled to change the ticket category, especially to allocate a lower ticket category (e.g. different seat, stand ...), if another competition takes place on the same day. In this context the Organiser is also entitled to refuse the entry to catering and hospitality facilities. This does not entitle the Ticket Purchaser to discounts and the like.
- i) In case the Event is cancelled, the purchase price will not be refunded provided that the cancellation is caused by reasons not within the Organisers' responsibility (e.g. weather conditions do not allow safe competitions; force majeure, terror threat and the like).

- j) **Tickets may not be resold or transferred for profit or the intent to realise a profit (especially by auction or lottery). Anyone reselling a ticket for profit or the intent to realise a profit is obligated to reimburse the profit gained to the purchaser of this ticket pursuant to these Terms and Conditions. The purchaser of this ticket can assert this claim autonomously based on these Terms and Conditions (third-party beneficiary).**
- k) The sale of more than eight tickets (ten tickets in Hochfilzen) to one person requires the separate approval by the Organiser.
- l) Events and their appearance (especially photographs, video and audio recordings of Events), as well as tickets to the Events may neither be used nor shared nor offered for advertisement, for promotion, as a bonus, as a promotional gift or in the course of a lottery, especially on social media platforms such as Facebook or Instagram, without prior written approval by the Organiser.

The ticket will be withdrawn without remuneration, if these provisions or the Venue Rules are breached or the ticket is misused. Regarding withdrawn or void tickets, the Organiser is entitled to block tickets and to deny the Ticket Holder access to the Event or to expel the Ticket Holder from the Event. Moreover, the Organiser is entitled to exclude the person concerned from future ticket purchase.

3. Venue Rules of the Organiser

By purchasing a ticket the Visitor is agreeing to the Organiser's instructions and the Venue Rules (available at www.oesv.at / www.skiaustriaticket.at or via linked information platforms): provisions included apply to every visit to an Event. The Visitor undertakes to know these provisions, especially for safety reasons. The Visitor confirms awareness of the Venue Rules and their application at the latest when using the ticket.

Latecomers will be subject to the access policy of the respective Event.

4. Filming, photography and taping

Ticket Holders consent to being photographed, filmed or taped, which may then be commercialised (TV and radio broadcasts, photo, video, audio etc.). If the Ticket Holder appears on photographs, films, recordings or images authorised by the Organiser, he agrees that the Organiser or third parties appointed and/or authorised by the Organiser (e.g. TV stations) shall have the right to broadcast, publish, license by every current or future technical procedure and use any such photographs, films, recordings or images of a Ticket Holder, without compensation, without temporal or spatial restriction, by means of any current or future technical process provided that the personal interest of the Ticket Holder is not improperly offended. In this context the Organiser is entitled to grant third parties rights of utilisation.

Images, video and sound recordings, descriptions, results and/or statistics of the Event taken by a Ticket Holder cannot be used for any purpose other than for private and domestic purposes and a Ticket Holder may not license, broadcast or publish video and/or sound recordings on the internet, radio, TV or other present or future technologies, and may not exploit images, video and/or sound recordings for commercial purposes under any circumstances.

The Ticket Holder shall grant the Organiser the right of utilisation on pictures or videos showing scenes of a sports competition as soon s/he exploits these commercially (e.g. monetised YouTube channel).

5. Noise Level

The Visitor is made aware of the fact that the noise at the Event can be very high and may pose a risk to the hearing/health of the Visitor. The spectator has to take appropriate precautions. This in particular applies to children and individuals with sensitive hearing.

6. Liability

Anyone visiting an Event does so at his/her own risk. The Organiser shall not be liable for any damages, except where these violations of agreement arise from wilful act or gross negligence on the part of the Organiser. This, however, shall not apply to injuries to persons. Any liability shall be limited to the foreseeable damage typical for this type of contract and shall not include consequential damages. If the liability of the Organiser is excluded or limited, then such exclusion or limitation shall also apply to the personal liability of employees, representatives and assistants of the Organiser.

The Organiser shall be immediately notified of any accident, damage and injury.

7. Data Privacy Information

Ticketing:

As a rule, tickets are sold through the Organiser's ticketing partners, who will provide separate information about the processing of personal data when booking. The Ticketing Partner will make the data collected available to the Organiser only if the provisions of Article 6 of the General Data Protection Regulation (hereinafter called "GDPR") are met, e.g. processing is necessary for the performance of the contract or the Visitor has given consent to the processing.

If, as an exception, the Organiser directly sells tickets for the Event, the name, the address and the email address of the Visitor will be collected (hereinafter called "personal data"). This personal data is only processed for the legal transaction and the forwarding of the tickets ordered by the Visitor. This personal data is legally collected

according to Article 6 Paragraph 1 lit b of the General Data Protection Regulation as it is required to fulfil the Agreement between the Organiser and the Visitor concluded when purchasing the ticket. Without this personal data, tickets cannot be delivered. The collected data will be deleted after the order has been carried out and legal retention periods have expired. The data will never be passed on to any third parties with the exception of the delivery service if the tickets are forwarded by post, and will also not be used for other purposes than the performance of the contract without prior consent of the Visitor.

When paying by debit card or credit card, the name, address, e-mail, telephone number and payment data (IBAN, BIC, card number, card verification number, expiry date, reference number, payment amount) are sent to hobex AG, Josef-Brandstätter-Straße 2b, 5020 Salzburg (hereinafter "Hobex") solely for processing the payment. This data will not be processed for other purposes. The transfer of data is necessary for the performance of a contract (Art. 6 para. 1 b GDPR) as well as for compliance with legal obligations (Art. 6 para. 1 c GDPR). Without this personal data, payment by debit card or credit card cannot be performed. The privacy policy of Hobex can be found https://www.hobex.at/fileadmin/user_upload/user_upload/Datenschutzerklaerung_fuer_Zahler.pdf at: https://www.hobex.at/fileadmin/user_upload/user_upload/Datenschutzerklaerung_fuer_Zahler.pdf. Payment transactions by common payment providers (Master-Card/Visa) are always performed via an encrypted SSL- or TLS-connection.

Filming, Photography and Taping:

Ticket Holders consent to being photographed, filmed or taped for journalistic purposes (according to § 9 Austrian Data Protection Act), which may then be commercialised (TV and radio broadcasts, photo, video, audio etc.). If the Ticket Holder appears on photographs, films, recordings or images authorised by the Organiser, he agrees that the Organiser or third parties appointed and/or authorised by the Organiser (e.g. TV stations) shall have the right to broadcast, publish, license by every current or future technical procedure and use any such photographs, films, recordings or images of a Ticket Holder, without requirement of the payment of money, without limits of time and space or other form of consideration in perpetuity provided that the personal interest of the Ticket Holder is not improperly offended.

Video Surveillance:

Ticket Holders consent to video surveillance in all spectator areas due to safety reasons and to sanction violations of the law or the Venue Rules. This is legitimate due to § 12 para 3 Z 2 Austrian Data Protection Act, since video recordings are necessary to preventively protect persons and objects at publicly accessible places, which are subject to the Organiser's domestic authority. The footage is automatically deleted after 72 hours unless it is needed for conservation of evidence or needed to be forwarded to the competent authority, court or national security authority.

Information according to Art 13 GDPR:

The Visitor has the right to obtain information as to which of the data are being processed by the Organiser and for which purpose (Art 15 DSGVO). If the data collected by the Organiser is inaccurate or becomes inaccurate, the Visitor has the right of rectification (Art 16 GDPR). If the legal requirements are fulfilled, the Visitor has the right to obtain from the Organiser the erasure of the data (Art 17 GDPR), to obtain restriction of processing (Art 18 f GDPR), and data portability (Art 20 GDPR).

For the official version of GDPR please refer to:

<http://eur-lex.europa.eu/legal-content/DE/ALL/?uri=CELEX%3A32016R0679>

For questions on the processing of data please contact: info@oesv.at. We are pleased to assist with your enquiry!

If a Visitor believes that the Organiser violates legal provisions when processing his/her data, s/he is free to file a complaint with the Austrian Data Protection Authority or the respective national authority of the country of residence.

8. Place of Jurisdiction, Choice of Law

As regards business clients, the competent court in Innsbruck shall have exclusive jurisdiction. Consumers in terms of the Consumers Protection Act have the choice of jurisdiction as regulated by law. These Terms and Conditions are subject to Austrian law to the exclusion of all bi- and multilateral contracts, especially the UN-CITRAL's Sales Convention on Contracts for the International Sale of Goods (= UN Sales Convention / CISG / Vienna Sales Convention) as well as to the exclusion of the reference provisions of international private law and ROM I.

If the Visitor is a consumer, the arbitration board for consumer transactions (www.verbraucherschlichtung.or.at) will be engaged to function as extrajudicial arbitration board. The Visitor may refer to this board in case of dispute. The consumer acknowledges that the Organiser shall not be obliged to call or to submit to these boards; in case of dispute the Organiser will first decide whether to accept an extrajudicial arbitration board or not.