# General Terms and Conditions - Ticketing

#### **Payment**

Tickets purchased for shipment or deposit can be paid by credit card. Each ticket is only valid upon receipt of the full payment. Should a payment be refunded, Liland IT GmbH or the organiser is entitled to the immediate return of the ordered admission tickets.

Payment processing for VISA and MasterCard is handled by Datatrans AG Swiss E- Payment Competence, Kreuzbühlstrasse 26, CH - 8008 Zurich, Switzerland.

Liland IT GmbH has the right to cancel orders and contracts at any time (unilateral right of withdrawal) if the Customer violates specific conditions set by the organiser or by Liland IT GmbH, which were pointed out during the advance sale, or attempts to circumvent them (e.g. violation of limitation of the ticket quantity per customer, violation of the conditions of the document, in particular, prohibitions of resale, circumvention attempt through registration and use of several user profiles etc.). The declaration of cancellation/rescission can also be made by implication by crediting the amounts paid. Customers can withdraw from the contract up to 14 days after the purchase at the latest.

### Conclusion of contract

The customer's offer to conclude a contract shall only become effective upon disclosure (on the Internet by entering and sending it) of his address and all other necessary data required by Liland IT GmbH for effective payment processing. The customer is obliged to provide their correct data. In the case of Internet orders (including print@home), Liland IT GmbH accepts the contractual offer of the customer on behalf of the organiser by sending a confirmation message by e-mail. The services offered by Liland IT GmbH are leisure services which are to be provided at a particular time or within a precisely specified period. For this reason, the Customer does not have the statutory, special right of withdrawal for distance selling transactions when purchasing tickets via the Internet or other contracts concluded at a distance. Liland IT GmbH will endeavour, insofar as this is technically possible according to reasonable standards, to keep its operations free of disturbances, errors, and interruptions. However, Liland IT GmbH is not liable for ensuring that it is possible to order tickets via the website at any time. For damages resulting from disturbances, Liland IT GmbH shall only be liable to the Customer for errors and interruptions if Liland IT GmbH has caused the error or interruption or the error intentionally or through gross negligence.

### Delivery of tickets, Use of tickets

Tickets are sent within Austria if they are numbered seats, by non-registered mail or, in the case of standing room seats or seats with a free choice of seat, by registered mail. Tickets are sent at the risk of the Customer. No compensation can be provided in the event of losing an access authorisation. Access authorisations may not be misused, copied, or altered. Liland IT GmbH assumes no liability for letters that have not been properly sent. Liland IT GmbH can therefore not accept any claims for damages that may result from the non-delivery of tickets. The customer is obliged to check the tickets for correctness and completeness (particularly the event title, date and time, ticket price and number) immediately upon receipt and to notify Liland IT GmbH in writing by e-mail, fax, or post of any complaints immediately. This notification must be at least six working days before the event begins. In the event of complaints that are later than this, Liland IT GmbH may not be able to correct faulty deliveries in good time before the start of the event. So there is the possibility that you will no longer be able to attend the desired event.

Please take special care when handling Mobile Tickets to avoid loss of data. If you lose a Mobile Ticket (deletion from or loss of your mobile phone(s)), please contact your mobile operator. Mobile Tickets (access authorisations that are stored on a mobile phone) and print@home tickets may not be copied or forwarded. The principle of first access applies to admission (the print@home ticket or mobile ticket that is accepted first with its unique identification is the valid one. The access of the first automatically invalidates subsequent tickets with the same identification). By using the admission ticket, the user also accepts the general terms and conditions of the organiser and the house rules of the venue.

Special conditions for the use of the Print@home method:

The transmission of the ordered tickets in the print@home procedure takes place directly at the customer's premises by printing the tickets sent electronically to the customer.

The Customer may make a printed copy of tickets ordered for their intended use. He is not entitled to make several printouts or otherwise reproduce or duplicate the printed tickets - in whatever form - to sell the reproductions or duplicate items or to gain unauthorised access to events for himself or third parties.

The Customer must take all reasonable measures to prevent print@home tickets from being reproduced or duplicated by third parties.

The organiser and Liland IT GmbH reserve the right to demand compensation from the ticket purchaser whose tickets have been reproduced or duplicated without authorisation due to his fault, for any damages resulting from the reproduction or duplication (including financial losses and costs of legal defence or prosecution).

The one-time usable code on the print@home tickets is validated electronically at the event location using appropriate code scanners.

Tickets with an already validated code do not entitle the holder to enter the event. Liland IT GmbH shall not be liable to the customer for damages resulting from the unauthorised reproduction or misuse of a print@home ticket unless Liland IT GmbH has caused the damage at least by gross negligence. The same applies to the liability of the organiser.

The sale of print@home tickets for commercial purposes is not permitted. Concerning cancellations, changes, refunds etc., Liland IT GmbH is only the procurer of the tickets for events in Austria and only the broker of the tickets for events abroad. Therefore, Liland IT GmbH is not liable for the reimbursement of the entrance fees in the event of a cancellation or omission of the event. However, they will make every effort to arrange this with the organiser. In case of refunds, these will be made for the ticket amount stated on the invoice.

Tickets may be returned for refund by the same method by which they were purchased. Either at the point of sale where they were purchased or, if ordered by telephone, fax, or online booking, by sending the original tickets by registered post to the following address(unless the terms and conditions of the relevant organiser or venue conflict with these terms and conditions).

Liland IT GmbH,

Hauptplatz 14,

9170

Ferlach.

(Remember to indicate the name and account number, banking institution and bank code for remittances).

Owners of mobile tickets and print@home tickets will be refunded the respective amount – if payment has already been made - without further request by the same method by which they paid for the mobile ticket. The Mobile Ticket will be validated during this process. In the event of a cancellation, postponement, or any other change to an event (cast or programme changes are reserved insofar as they are reasonable, minor, and objectively justified). Liland IT GmbH reserves the right to inform those customers who have purchased tickets for this event of this change. This notification is a voluntary service provided by Liland IT GmbH. It can be made by post via letter and electronically by e-mail or telephone if the relevant contact details are available. Likewise, Liland IT GmbH reserves the right to withdraw from the contract on behalf of the organiser in the event of price errors that are obvious to the customer. Also, in the impossibility of holding an event due to force majeure.

## Data protection

The Customer acknowledges that Liland IT GmbH electronically processes the data provided by him/her for contract implementation. He also agrees to the passing on of this data to group companies (parent or subsidiary) of Liland IT GmbH within the framework of the legal provisions and restrictions of the Data Protection Act 2000. The Customer is made aware that this consent can be revoked at any time.

Scope, place of jurisdiction, law

The place of jurisdiction for corporate customers is the competent court in Klagenfurt, for private customers their local and competent court.