

## **GENERAL TERMS AND CONDITIONS**

of

**Beach Majors GmbH**

Linsengasse 57

A-9020 Klagenfurt am Wörthersee

Firmenbuchnummer: FN 425378 g

Landesgericht Klagenfurt am Wörthersee

Tel.: +43 1 470 72 47

office@beachmajors.com

www.beachmajors.com

### **1. SCOPE**

These General Terms and Conditions („GTC“) apply to all agreements and orders made regarding the delivery of (a) tickets and (b) merchandising products in the Webshop of Beach Majors GmbH („BM“ or „we“).

We reserve the right to (a) change these GTC at any time (whereby such changes enter into force immediately after publication on our website) and (b) change or close this website in full or in part at our free discretion without giving notice.

### **2. NOTICE ACCORDING TO ODR-REGULATION (EU) NO. 524/2013:**

The platform of the on-line dispute resolution of the European Commission is accessible under the following link: <http://ec.europa.eu/odr>.

We herewith notify you that we do not participate in, or fall under the scope of, an alternative dispute resolution procedure, either by operation of law or by choice.

Contact details for disputes: office@beachmajors.com

### **3. DATA PROTECTION**

Information about the method and scope of the utilisation of your personal data can be found in the Privacy Policy, which forms an integral part of these GTC.

### **4. CONCLUSION OF CONTRACTS**

The presentation of ticket and merchandising products on this webshop does not constitute a binding offer for the conclusion of a contract. The customer only makes a binding offer after completing the purchase process by clicking the field “buy now”. Before submitting the order, the customer has to provide his name, delivery address, invoice address and telephone number as well as the email address, under which he can receive, read, store and print out emails by BM. The opening of a user or other account is not required.

Order can be placed only in our webshop. After submitting an order, the contract between us and the customer or, in the case of the sale of tickets, between the organiser and the customer shall be concluded upon us sending a confirmation to the customer by email.

The contract between the customer and BM or, respectively, the organiser can be concluded in English or German.

Reservations or orders for tickets may not be made by persons under 18 years of age.

## **5. PRICES AND SHIPPING COSTS**

The prices shown in the webshop are end-user prices excluding applicable VAT.

We do not charge shipping costs.

## **6. PAYMENT**

Payment may only be made by credit card. We accept VISA and Mastercard.

The processing of the payment by credit card take place via our contractual partner Data Trans. Payment data is transmitted in encrypted form according to the most up to date security standards. Please take note of the general terms and conditions of Data Trans for the payment processing.

In case of a payment by credit card, the invoice amount will be reserved on your card at the time you submit the offer. The actual draw-down occurs after the tickets or products are shipped.

## **7. DELIVERY**

Merchandising products are delivered via regular mail to the delivery address notified by you.

In case of the purchase of tickets, you will be contacted by us separately on the form of delivery.

In case you request delivery of tickets in electronic form, please be especially careful, as do not assume any liability for loss of data.

## **8. RIGHT TO WITHDRAW**

If you are a consumer, you can withdraw from a concluded contract in accordance with the following provisions, except if the contract covers

- a) tickets; or
- b) merchandising products made to the consumer's specifications or clearly personalised.

The right to withdraw can be exercised within 14 days from the receipt of the goods (or the last batch of goods in case several goods are ordered) without stating any reasons.

Exercise of the right to withdraw: To exercise your right to withdraw, you have to notify us (Beach Majors GmbH, Linsengasse 57, A-9020 Klagenfurt am Wörthersee, Fax.: +43 463 503079 130, [office@beachmajors.com](mailto:office@beachmajors.com)) of your decision to withdraw by an unequivocal statement in a letter sent by mail, as a telefax or an email. You can use the form accessible under this link for exercising your right to withdraw, without being required to do so. To meet the deadline for exercising your right to withdraw, it is sufficient that you send your notice prior to the end of the aforementioned deadline.

Effects of a withdrawal: In case you withdraw from a contract, we will reimburse all payments received from you without undue delay and in any event no later than 14 days after the day your notice regarding the exercise of your right to withdraw was received by us. We will use the same payment method as you used for your order, unless an alternative method was explicitly agreed. No charges will be levied for effecting such reimbursement.

You have to send, or hand over, the products to us (Beach Majors GmbH, Linsengasse 57, A-9020 Klagenfurt am Wörthersee) within 14 days from the day on which your notification was received by us. To meet this deadline, it is sufficient that you send the products at the last day of the aforementioned period. We can withhold reimbursement until we have received the products back or you have supplied evidence of having sent back the products prior to that.

You have to bear the immediate costs of returning the products. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **9. CANCELLATION OF OR CHANGES TO THE EVENT**

Each ticket is subject to the right of the organiser of the event to change or vary the program in case this is required by unforeseen occurrences or events outside of the scope of influence of the organiser. In such cases, you are not entitled to demand a refund for or an exchange of the tickets.

In case of a cancellation of the event for other reasons we are not liable for the reimbursement of the ticket price, unless we are at the same time also the organiser of the event. We will use our reasonable efforts that the organiser effects such reimbursement.

## **10. RULES FOR ATTENDING EVENTS**

By using a ticket, you accept the house rules of the respective event venue as well as the general terms and conditions of the organiser and its directives. You can be denied access to the event venue at any time against a refund of the price printed on the ticket. Stolen ticket or tickets that have been reported as lost can be invalidated in the discretion of the organiser of the event; in this case, the right to attend the event is deemed to have expired.

The holder of a ticket only is entitled to a seat as well as to access of the VIP area. The organiser expressly reserves the right to provide different seats than the seats printed on the ticket.

Holders of ticket expressly acknowledge and agree that audio and video recordings will be made of them as part of the audience.

## **11. TRANSFER OF TICKETS AND COMMERCIAL USE**

Tickets can be transferred free of charge at any time, unless the tickets are personalised (i.e., show the name of the person entitled to attend the event). In such cases, a transfer is only permitted with the prior consent of the organiser of the event. If you want to transfer personalised tickets to a third party, you have to notify the data of such third party to us by email ([office@beachmajors.com](mailto:office@beachmajors.com)), as such transfer requires the ticket to be re-issued. We will pass on such request as well as the disclosed information to the organiser of the event (unless we are also the organiser) and will inform you whether such transfer was authorised. Enquiries for the transfer of personalised tickets can only be processed until 12 hours before the opening of such event.

A commercial re-sale of tickets is prohibited. By submitting your order you confirm to us that you will not use the purchase ticket for advertisement, marketing or other commercial purposes and that you will not re-sell the ticket in front of the access area of the event venue.

We reserve the right to reject your ticket order in case there is a reasonable suspicion that you cooperate with a ticket agent or black market dealer, that you utilize automated programs for ticket orders or that you have ordered tickets in a number higher than the permitted number of tickets per person.

In case you violate any of the aforementioned provisions, we explicitly reserve the right (in our own name as well in the name of the organiser of the event) to withdraw from any all contracts concluded with you. Any such violations can therefore lead to the loss of the right to attend the respective event. The aforementioned right to withdraw can also be exercised by the organiser implicitly, e.g. by refusing access to the event.

## **12. WARRANTY**

In case of defects of the delivered products the statutory rights of the buyer in the case of defects are applicable.

## **13. LIABILITY**

We are not liable for any damages caused by minor negligence. To the extent permitted by law, we will furthermore only be liable for foreseeable damages typical for similar contracts.

The aforementioned limitations of our liability do not apply for claims under the Product Liability Act as well as by injuries to life, body and health.

Any personal liability of officers, agents and employees of BM is excluded

## **14. APPLICABLE LAW / VENUE**

These GTC and any contracts concluded based thereon are governed by Austrian law, under exclusion of conflict of law provisions and the UN Convention on the Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).

The exclusive venue shall be the Inner City of Vienna; in case of cross-border contracts, BM reserves the right to address any other competent court. This does not apply for contracts with consumers from EU Member States; for those, the exclusive venue is the court competent for the domicile of the consumer.

## **15. MISCELLANEOUS**

Should all or individual provisions of these GTC be or become ineffective or invalid in whole or in part, the effectiveness of the remaining provisions of these GTC shall not be affected.

These GTC are available in English and German. In case of any divergence between the two versions, the German version of these GTC shall prevail.

Version: June 2017