

Terms and Conditions and Privacy Policy

Season 2022/23

of

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

for Alpine World Cup Events as well as Freeskiing and Snowboard World Cup Events

and

of

Austria Ski Nordic Veranstaltungsgesellschaft m.b.H.
Olympiastraße 10
6020 Innsbruck
for Nordic World Cup Events

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

taking place in Austria.

1. General

- 1.1 The following provisions regulate the ticket sale and the Attendee terms and conditions for events organised in Austria by above mentioned companies (hereinafter referred to as “Organiser“).
- 1.2 Purchase of tickets is always subject to these Terms and Conditions.
- 1.3 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 youth 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 Attendee, the Ticket Purchaser undertakes to make sure the Ticket Holder and the Attendee 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 Attendee confirms to know these Terms and Conditions and the Venue Rules and their application.
- 1.4 “Event” is the competition and all other activities according to the ticket category scheduled for the ticket’s day of validity.
- 1.5 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

- 2.1 The Attendee accepts the following conditions upon the purchase of the ticket:
- a) Immediately upon receipt of the ticket, the Attendee 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. Attendees 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 Attendee 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 taking a printed ticket along as well. The Organiser assumes no liability in case of data loss within the responsibility of the Attendee (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 Organiser offers a system for re-entry to the venue with ticket (e.g., re-scan of the ticket, stamp and more).
 - h) If the Event is rescheduled, the ticket remains valid for the set replacement date. In order to guarantee the logistic handling of the Event in case the Event is rescheduled, the Organiser is entitled to change the ticket category, especially to allocate a lower ticket category (e.g., different seat, stand ...).

In this context the Organiser is also entitled to refuse the entry to catering and hospitality facilities.

i) SPECIAL PROVISIONS FOR COVID-19

All Attendees to the Event shall adhere to all relevant legal, governmental and/or regulations decreed by the Organiser to prevent the spread of COVID-19 (e.g. evidence of low epidemiological risk group (“G” rule), wearing of FFP2 masks without valve, keeping minimum distance or other safety measures). The Organiser will disclose the relevant safety measures necessary for the Event in due time. Anyone violating these safety measures will either be denied access or will be expelled from the venue without reimbursement of the ticket; such violations may result in criminal proceedings.

Attendees agree that due to the COVID-19 pandemic, the event may be cancelled at short notice, or that the event may only take place without or only a limited number of spectators. In such events the Organiser withdraws from the agreement and the ticket price shall be refunded to the Attendees. If the Event takes place with a limited number of spectators, the officially permitted number of tickets are again offered. This is done for administrative reasons so that the distribution of the spectators on the venue can be managed. The Organiser will inform the Attendees about all possible changes regarding the Event via www.oesv.at / www.skiaustriaticket.at and the media.

- j) If the Attendee has the right of compensation for the ticket, s/he must assert this claim within one year from the date of the event at the same ticket office where s/he purchased the ticket. The net ticket price will be refunded without advance booking or system fees incurred by the Organiser’s distribution partner. In case the Organiser is not responsible for the cancellation of the Event or the limited number of spectators (especially due to measures decreed to prevent the spread of COVID-19; due to the weather situation not allowing a safe sports competition; force majeure; terror threat and similar), the Attendee shall be entitled to compensation not exceeding the ticket price.
- k) 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).**
- l) The sale of more than eight (8) tickets needs the separate approval by the Organiser.
- m) Tickets to Events may not be used, transferred, or offered for advertisement, promotion, bonus, freebie or in the context of lotteries especially on social media such as Facebook or Instagram.

- 2.2 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

- 3.1 By purchasing a ticket the Attendee 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 Attendee undertakes to know these provisions, especially for safety reasons. The Attendee confirms awareness of the Venue Rules and their application at the latest when using the ticket.
- 3.2 Latecomers will be subject to the access policy of the respective Event.

4. Filming, photography and taping

- 4.1 Ticket Holders consent to being photographed, filmed, or taped, which may then be commercialised (TV and radio broadcasts, photo, video, audio etc.). The Organiser or third parties appointed and/or authorised by the Organiser (e.g., TV stations) shall, without requirement of the payment of money or other form of consideration, have the right to broadcast, publish, license and use any such photographs, films, recordings, or images of a Ticket Holder in perpetuity provided that the personal interest of the Ticket Holder is not improperly offended. In this context the Organiser is entitled to grant third party right of utilisation.
- 4.2 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.
- 4.3 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 Attendee 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 Attendee. The spectator has to take appropriate precautions. This in particular applies to children and individuals with sensitive hearing.

6. Liability

6.1 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.

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

7. Data Privacy Information

7.1 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, information about realisation of the Event, possible restrictions on the number of spectators and/or safety measures decreed to prevent the spread of COVID-19, or the Attendee has given consent to the processing

If, as an exception, the Organiser sells tickets for the Event, the name, the address, and the email address of the Attendee 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 Attendee. The Attendee's email address is also needed to submit messages regarding event realisation, regarding possible restrictions of the number of spectators and/or legal safety measures to prevent the spread of COVID-19 (cf. above point 2.1 lit. I). 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 Attendee 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 the warranty period has 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 Attendee.

If paid by debit card or credit card, name, address, email address, telephone number as well as payment data (IBAN, BIC, card number, security number, expiry date, reference number, payment amount) will be forwarded to hobex AG, Josef-Brandstätter-Straße 2b, 5020 Salzburg (hereinafter called "Hobex") solely for payment processing. The data will not be processed for any other purpose. Data transfer will meet the contractual (art. 6 para. 1 b GDPR) as well as the legal obligations (art. 6 par. 1 lit. c GDPR). Payment by debit card or credit card cannot be carried out without this data transfer. You will find the Privacy Statement of Hobex at: https://www.hobex.at/fileadmin/user_upload/user_upload/Datenschutzerklaerung_fuer_Zahler.pdf. Payment transactions (MasterCard/Visa) shall exclusively be carried out via encrypted SSL and TLS connection.

7.2 Data Processing due to the Covid-19 Pandemic:

Due to the COVID-19 pandemic, the Organiser might be obliged to take special measures to protect the health of the Attendees, such as the preparation of a COVID-19 prevention programme.

According to the relevant legal situation at the time of the Event, the Organiser might be obliged to collect personal data (such as first name, last name, telephone number, email address if available) for contact tracing and might only grant access to low epidemiological risk groups ("G" rule). In case such personal data is to be collected by the Organizer, the Organizer will process such data only in accordance with the provisions of the GDPR, in particular in compliance with the legal obligations under Art. 6 para. 1 lit. c GDPR in connection with the relevant legal provisions at the time of the Event as legal basis for such data processing. In case provided by the respective legal situation at the time of the Event, every Attendee must provide such evidence when admitted to the Event. The collected data for contact tracing might be made available when required by the competent county administration under § 5 para. 3 Epidemic Law.

7.3 Filming, Photography and Taping:

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

7.4 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 GDPR, 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.

7.5 Data Subject's Rights:

The Attendee 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 Attendee has the right of rectification (Art 16 GDPR). If the legal requirements are fulfilled, the Attendee 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 please refer to:

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

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

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

8. Place of Jurisdiction, Choice of Law

- 8.1 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.
- 8.2 If the Attendee is a consumer the arbitration board for consumer transactions (www.verbraucherschlichtung.or.at) will be engaged to function as extrajudicial arbitration board. The Attendee 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.