

**GTC Ticket Shop** 

## **GENERAL TERMS AND CONDITIONS**

## I. USE OF THE ONLINE TICKET SHOP

1. By ordering via online sales, the orderer (= customer) declares that he/she is over 18 years of age at the time of placing the order.

#### 2. Order:

The order is placed by clicking the "Buy" button and constitutes a binding offer by the customer to purchase a ticket (entitlement to attend the event). MZS is not obliged to accept this offer of the customer.

The contract for the purchase of the ticket is concluded after payment with the provision of the ticket on the website <a href="https://tickets.mzs.at/">https://tickets.mzs.at/</a>.

Payment shall be deemed to have been made when the transfer of funds has been authorised by the credit card company or banking institution. If there is no authorisation, the contract is not concluded.

### 3. Payment:

Payment for online tickets can only be made by means of a valid, cashless means of payment (e.g. credit card, electronically confirmed money transfer, ATM card).

If the person of the customer does not match the person of the person providing the means of payment, MZS may refuse to conclude the contract.

### **4.** Delivery/Handover of the Ticket:

The ticket can be retrieved by the customer immediately after the conclusion of the contract (cashless payment).

The ticket is transmitted in PDF format or via mobile tickets to the e-mail address provided by the customer. The ticket must be printed out by the customer or saved as a mobile ticket.

If no payment has been made in accordance with Sec I. 3 and a ticket has nevertheless been provided, MZS is entitled to deny the buyer access to the event.

## II.

# TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS ORGANISED BY MESSEZENTRUM SALZBURG GMBH

- 1. These General Terms and Conditions apply to events organised by MZS, i.e. fair events, artistic performances, congresses, conferences and the like. Further special conditions for participation in the event can be found in the information published by MZS for the event on the website.
- 2. The information about the content and subject on the MZS website or in other MZS publications serves as preliminary information about the possible content of the event. MZS is entitled to make changes to the content, the course of the event, as long as this does not completely change the character of the event.

Page 1 of 2



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- 3. MZS may reschedule the start of the event, postpone or cancel the event. Postponement of the start, rescheduling of the event or cancellation of the event will be published on the MZS website no later than the day before the event.
- 4. The ticket purchased for the event entitles the customer and/or the persons named in the order to attend the event specified on the ticket. Transfer of the ticket to persons not named in the order is not permitted, unless otherwise stated in the announcement of the event. Upon entry to the event, the visitor must prove his/her identity to MZS upon request.

The customer undertakes for himself/herself and for the holders of the tickets he/she has purchased to comply with the house rules - published on the MZS website at <a href="www.mzs.at/de/agb/">www.mzs.at/de/agb/</a> - and the conditions of participation published for the event on the website. In case of non-compliance, admission to the event may be denied.

#### Price:

The price for the ticket includes VAT at the statutory rate. Upon request of the customer, MZS will issue an invoice in accordance with the provisions of the Value Added Tax Act and transmit it electronically.

- 6. In the event of cancellation of the event, MZS will refund the ticket price paid by the customer. If MZS has postponed the start of the event to another day (this is done at the latest one day before the scheduled start of the event), the customer is entitled to cancel the ticket purchase by notifying MZS by e-mail, stating the ticket order number. In this case MZS will refund the purchase price. Other refund and cancellation options or other contractual withdrawal options are expressly not granted; the services in question are excluded from the right of withdrawal pursuant to Sec 18 of the Austrian Distance Selling Act (FAGG) as so-called "time-bound leisure services".
- 7. MZS is not liable for damages or disadvantages resulting from the cancellation of the event or the postponement of the start of the event (see section 3).
  MZS is liable for personal injury resulting from participation in the event, except for damage caused by contagious diseases and except for damage that could have been avoided by observing the house rules or the conditions of participation published for the event on the website.
  MZS shall only be liable for other damages if MZS has caused them intentionally or through gross negligence.
- **8.** This contract for the purchase of tickets shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes of any kind arising from the contract shall be the court with factual jurisdiction for Salzburg.

## 9. Data Protection:

The data protection policy, which is available on the website on which the online shop is located, applies to the storage and processing of the data stored between the customer and MZS based on the conclusion of the contract. The data protection policy is also available at <a href="https://www.mzs.at/en/data-privacy/">www.mzs.at/en/data-privacy/</a>.