

## **General Terms and Conditions**

### **§ 1 General provisions**

(1) These Standard Terms and Conditions apply to the online offering of [www.myticket.at](http://www.myticket.at) ("myticket.at") of mytic myticket AG ("myticket AG"). The Standard Terms and Conditions of sale apply, more particularly, to telephone orders through the ordering service referred to on this website. These Standard Terms and Conditions may be subject to amendments by myticket, which become effective as soon as they have been uploaded on myticket.at. myticket may also amend the offerings of this website altogether, revise them and redesign them at its own discretion. The platform operated by myticket.at is itself not the promoter of the offered events. myticket AG offers on myticket.at tickets for purchasing in its capacity as instructed and empowered sales representative for the respective promoter.

(2) The events are carried out by the respective promoter who is also the issuer of the tickets. As a result of the acquisition of the ticket, contractual relationships are entered into in view of the visit to the event exclusively between the card holder (customer) and the respective promoter. Separate standard terms and conditions of the promoter may apply to these legal relationships. With the ordering of tickets, the customer instructs myticket to handle the ticket purchase including the delivery.

(3) The following Standard Terms and Conditions apply to all business relationships between myticket and the customer. The version valid at the time of the conclusion of the contract is authoritative.

Consumers within the meaning of the Standard Terms and Conditions are natural persons with whom a business relationship is entered into that is predominantly outside such persons' commercial or freelance professional activity. Entrepreneurs within the meaning of the Standard Terms and Conditions are natural persons or legal entities or partnerships with legal capacity with whom a business relationship is established and who act in the exercise of a commercial or freelance professional activity. Customers within the meaning of the Standard Terms and Conditions include both consumers and entrepreneurs.

(4) Any deviating, contradictory or supplementary Standard Terms and Conditions do not become an integral part hereof, even if they are known, unless their application is expressly agreed in writing.

### **§ 2 Conclusion of the contract and payment modalities**

(1) Our offers are subject to confirmation. You submit your offer for the conclusion of a purchasing contract about the ticket by sending your offer entered by you in the order screen through clicking on the button "Confirm order". After the allocation and transmission of an order number by myticket AG and full payment in due time, the offer is accepted by the respective promoter and a contract is entered into between you and such promoter. A contract without full payment is not deemed to be concluded. No warranty is taken over in respect of the accuracy of the data contained on the online site myticket.at.

(2) With his order the customer makes a binding declaration offering a contract. We will immediately confirm receipt of the order from the customer. The confirmation of receipt does not yet represent

any binding acceptance of the order. The confirmation of receipt may be associated with the declaration of acceptance.

(3) We are entitled to refuse the acceptance of the order – for instance after checking the creditworthiness of the customer – or in the event of infringements of specific terms and conditions to which reference was made within the framework of the advance sales or if an attempt is made to bypass those (e.g. through the registration and usage of several customer profiles). We are entitled to restrict the order to a quantity usual for a household. For customers there is no right of rescission in accordance with § 18 para 1 Z 10 FAGG – Austrian Telecommunication and Foreign Transaction Act.

(4) A declaration of acceptance of the contract will only be made if the respective tickets are actual available. If the requested number of tickets is not or only partially available, the customer will be informed without delay after the customer makes the binding declaration offering a contract. The customer may then declare that his/her order is still valid for the available number of tickets. The declaration of acceptance will then only occur with regard to the available number of tickets.

(5) The contractual wording is saved by us and is sent to the customer by email after the conclusion of the contract.

(6) Payment is possible through different modes of payment. The modes of payment available can vary depending on the events offered. The statutory value added tax is included in the price. The total price of the order including all fees becomes due after the conclusion of the contract. By deviation, the whole price has to be fully transferred to the respectively stated account until the notified date for the mode of payment “by transfer” (advance payment).

(7) During the order a service fee and delivery costs are collected. These fees are displayed to you in the shopping cart during the ordering. No other costs arise, but the prices for the tickets can exceed the prices printed on them.

(8) For the settlement of payment transactions we use the following payment provider. They provides services for mytic myticket AG in the field of integration of various payment methods which allow the transfer of payments for the contractual execution by means of the Internet.

- Amazon pay: Amazon Payments Europe s.c.a., 5 Rue Plaetis, L-2338 Luxemburg
- Kreditkarte: SIX Payment Services S.A., 10, rue Gabriel Lippmann, L-5365 Munsbach
- American Express: American Express Europe S.A., Theodor-Heuss-Allee 112, 60486 Frankfurt am Main
- Giro pay: GiroSolution GmbH, Hauptstraße 27, 88699 Frickingen
- Klarna: Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden  
In cooperation with [Klarna Bank AB \(publ\)](#), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment methods. Payment is to be made to Klarna:
  - Invoice: The payment period is 14 days from the date of shipment of the goods. The invoice terms can be found here for [Germany](#) and here for [Austria](#).
  - Financing: With the Klarna financing service, you can flexibly pay for your purchase in monthly installments of at least 1/24 of the total amounts (at least, EUR 6.95) or under conditions otherwise specified in the checkout. Payment in financing is due at the end of the month following the submission of a monthly bill by Klarna. Further information on financing purchase including the general terms and conditions and the European standard information for consumer credit can be found here for [Germany](#) and here for [Austria](#).

- Direct bank transfer: Your account will be debited directly after placement of your order.
- Direct Debit: Your account will be debited after shipment of the goods. You will be notified about the date(s) by email. You can find more information here for [Germany](#) and here for [Austria](#).

The use of the payment methods invoice, financing and direct debit requires a positive credit check. Further information and Klarnas user conditions can be found here for [Germany](#) and here for [Austria](#). General information about Klarna can be found [here](#). Klarna will treat your personal data in accordance with the applicable data protection regulations and in accordance with the information in Klarnas data protection regulations in [Germany](#) and [Austria](#).

### **§ 3 Reservation of title at the sale of goods**

(1) In the event of consumers, we reserve the title to the goods pending full payment of the purchase price. In the event of entrepreneurs, we reserve the title to the goods pending full payment of all claims under a current business relationship.

(2) The customer is obliged to inform us without delay about any access of third parties to the goods, e.g. in the event of pledging, as well as any damage to or destruction of the goods. Any change in respect of the possessor of the goods as well as any change of residence must be notified immediately by the customer to us.

### **§4 Right of cancellation**

#### **(1) Exemptions from the right of cancellation**

Insofar as myticket AG offers services on behalf of the promoter, there is no right of cancellation in accordance with § 312g para 2 sentence 1 BGB (German Civil Code):

- In the event of goods which are not prefabricated and for whose fabrication an individual selection or determination by the consumer is relevant or which are clearly tailored to the personal needs of the consumer, more particularly merchandising articles printed at the specific requirement of the consumer;
- In the event of provision of services in the field of accommodation for other purposes than residential purposes as well as for the provision of other services in connection with recreational activities, if the contract for the provision of the services provides for a specific date or period, more particularly tickets for events and trips.

#### **(2) Right of cancellation for services**

You have the right to cancel this contract within 14 days without stating any reasons. The period of cancellation amounts to 14 days from the day of the conclusion of the contract. In order to exercise your right of cancellation, you must inform us (myticket AG/ Johannishöllwerk 20, 20459 Hamburg, email via our contact form) by means of an unequivocal declaration (e.g. a letter sent by mail or an email) about your decision to cancel this contract. In order to comply with the period of cancellation it is sufficient for you to send the notification about the exercise of the right of cancellation prior to the expiration of the period of cancellation.

### **(3) Right of cancellation for goods**

You have the right to cancel this contract within 14 days without stating any reasons (“period of cancellation”). This period of cancellation commences on the day on which you or a third party appointed by you, who is not the carrier, have taken possession of the goods. In the event of a contract concerning several goods which you have ordered within the framework of a uniform order and which are delivered separately, the period of cancellation amounts to 14 days from the day on which you or a third party appointed by you, who is not the carrier, have taken possession of the last goods.

In order to exercise your right of cancellation, you must inform us (mytic myticket AG, Johannisbollwerk 20, 20459 Hamburg, email via our contact form) by means of an unequivocal declaration (e.g. a letter sent by mail or email) about your decision to cancel this contract. In order to comply with the period of cancellation it is sufficient for you to send the notification about the exercise of the right of cancellation prior to the expiration of the period of cancellation.

#### **Standard cancellation form**

(If you want to cancel the contract, please complete this form and return it).

To mytic myticket AG, Johannisbollwerk 20, 20459 Hamburg, and/or by email via our contact form [www.myticket.at/en/service/](http://www.myticket.at/en/service/):

*Hereby I/we (\*) cancel the contract concluded by me/us (\*) concerning the purchase of the following goods (\*)*

*Ordered on (\*)/received on (\*)*

*Name of the consumer(s)*

*Address of the consumer(s)*

*Signature of the consumer(s) (only for notifications on paper)*

*Date*

### **(4) Consequences of the cancellation**

If you cancel this contract, we must repay to you all payments which we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favorable standard delivery offered by us) immediately and no later than within 14 days from the day on which we have received the notification about your cancellation of this contract. For this repayment we choose the same payment method used by you during your original transaction, unless expressly otherwise agreed upon with you; no fees will be charged in any case because of this repayment.

In the event of purchase contracts we can refuse repayment until we have the goods back or you have proven that you have returned the goods, whatever is earlier. You have to return or submit goods immediately and at any rate no later than within 14 days from the day on which you inform us or the respective promoter about the cancellation of this contract. The period is deemed to be complied with, if you send the goods back prior to the expiration of the period of 14 days. You bear the direct costs of returning the goods.

If you have requested services to commence during the period of cancellation, you have to pay an appropriate amount which corresponds to the share of the services already provided up to that point in time when you inform us about the exercise of the right of cancellation concerning this contract, compared to the total scope of the services provided for in the contract.

#### **(5) Premature expiration of the right of cancellation**

Your right of cancellation expires prematurely in the event of a service contract, if the service has been fully provided and the provision of the service has started after you have given us your express consent and you have expressly consented to us beginning with the implementation of the contract prior to the expiration of the period of cancellation and you have acknowledged that through your consent to the commencement of the implementation of the contract you lose your right of cancellation.

Your right of cancellation expires for a contract about the supply of digital contents not stored on a physical data carrier prematurely, if you have expressly agreed to us starting with the implementation of the contract before the expiration of the period of cancellation and you have acknowledged that you lose your right of cancellation through your consent to the commencement of the implementation of the contract.

#### **§ 5 Restrictions of liability and exemption from liability**

(1) In the event of slightly negligent infringements of our obligations, our liability is restricted to the foreseeable, typical contractual direct average damage. This applies also to slightly negligent infringements of obligations of our statutory representatives or vicarious agents. We are not liable vis a vis entrepreneurs in the event of a slightly negligent infringement of immaterial contractual obligations.

(2) The afore-mentioned restrictions of liability do not affect claims by customers under the Product Liability Act for intentionally or grossly negligently caused damage, fraudulent concealment of defects as well as in the event of damage to life, limb or health. Liability for damages under the infringement of a warranty is likewise unrestricted. Furthermore, the restrictions of liability do not apply in the event of injuries or health damages or the loss of life of customers attributable to us.

(3) Apart from the cases referred to in paras 1 and 2, myticket AG is not liable for damages caused by simple negligence.

(4) Insofar as we permit access to other websites through links, we are not responsible for the third-party contents included on such sites. We do not espouse the third-party contents. If we become aware of illegal contents on external websites, we will immediately block access to these sites.

(5) The right of the customer to rescind the contract for any infringement of obligations which are not the responsibility of the promoter or myticket AG or attributable to a defect of the goods is excluded.

(6) The customer indemnifies us against all disadvantages which could arise from third parties as a result of damaging conduct by the customer – regardless of whether such conduct is intentional or negligent.

(7) Insofar as the liability of myticket AG is excluded or restricted in accordance with the foregoing paras, this also applies to the liability of its vicarious agents and other persons employed in the performance of contractual obligations.

## **§ 6 Data privacy**

(1) The customer is informed about the type, scope and purpose of the collection, processing and usage of the personal data required for the execution of orders (cf. "[Data Privacy](#)").

(2) The customer expressly consents to the collection, processing and usage of personal data. He is entitled to cancel the consent at any time with an effect for the future.

## **§ 7 Online settlement of disputes**

Online settlement of disputes conformable to law (art. 14 para. 1 ODR-VO): The European Committee provides a platform for online settlements of disputes here: <http://ec.europa.eu/consumers/odr/>  
We are willing to take part at an extrajudicial conciliation of a consumer help station.

## **§ 8 Final provisions**

(1) The law of the Federal Republic of Austria is the applicable law. In the event of consumers who enter into the contract for non-professional or non-commercial purposes, this choice of law only applies insofar as the protection afforded is not withdrawn through coercive provisions of the law of the country in which the consumer has his habitual place of residence. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

(2) If the customer is a businessman, a legal entity under public law or a fund under public law, the exclusive place of jurisdiction for all disputes arising out of this contract is our registered office. The same applies if the customer has no general place of jurisdiction in Austria or if the place of residence or the place of habitual abode are not known at the time the action is filed.

(3) Should individual provisions of the contract with a customer including these Standard Terms and Conditions be or become invalid as a whole or in part, the validity of the remaining provisions is not affected.