

## General Terms & Conditions, Customer Information

*IMPORTANT: The contract language for all businesses with Austria Climbing Event GmbH, with regards to tickets for the IFSC Climbing World Cup, is German. In case of legal confrontation, the German GTC are the ones that are legally binding and will be used as legal baseline. This English set of conditions merely provides comprehensible information to all non-German speaking customers.*

### 1. Scope of application, definitions and subject matter of the contract

- 1.1. The following General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all business relations between

Austria Climbing Event GmbH  
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UID-Nr. ATU69447235  
Company seat: Innsbruck  
Registration number: FN431368s

- 1.2. These GTC apply to both consumers and companies (according to Austrian law: § 1 KSchG), unless a differentiation is made in the respective clause.
- 1.3. These GTC apply to all contracts for the sale and delivery of tickets that the buyer concludes with the seller with regard to the tickets presented in more detail by the seller in his online store.
- 1.4. These GTC shall apply exclusively. In exceptional cases, deviating provisions may apply, and this only if the seller has expressly agreed to them.
- 1.5. The seller is the organizer of the offered events. The implementation, course and content of the respective event are therefore the responsibility of the seller. Through the purchase of the ticket, contractual relations with regard to the attendance of the respective event are directly established between the purchaser of the ticket and the seller. With regard to the execution of the events, only the statutory provisions and any deviating general terms and conditions and/or cancellation conditions of the organizer and in any case the house rules of the organizer, which can be viewed on the website of the seller, shall apply.

### 2. Conclusion of contract

- 2.1. The presentation and advertising of the tickets in the seller's online store do not constitute a binding offer on the part of the seller to conclude a purchase contract, but serve to submit a binding offer for the conclusion of a purchase contract by the buyer.
- 2.2. By filling out the integrated online order form and by subsequently placing the selected tickets in the virtual shopping cart of the seller, the buyer initially submits a non-binding offer. By clicking the button "order with obligation to pay", the buyer places a legally binding order (offer) to purchase the tickets contained in the virtual shopping cart. Before sending his legally binding order, the buyer can view and change his entries at any time using the usual keyboard and mouse functions. However, the buyer can only submit and transmit his acceptance of the contract if he accepts these contractual conditions by clicking on the button "Accept GTC" (General Terms and Conditions) or in German "AGB akzeptieren".
- 2.3. A contract is concluded only when the seller accepts the buyer's order (offer) within seven (7) days,
- by sending the buyer a declaration of acceptance (e.g. order confirmation) in writing or text form (e-mail), or
  - by delivering the ordered tickets to the buyer, or
  - requesting payment from the Purchaser after the Purchaser's order has been placed.

If more than one of the aforementioned alternatives exists, the alternative that occurred first shall be decisive for the conclusion of the contract. If the seller does not accept the buyer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer and the buyer shall no longer be bound by his declaration of intent.

- 2.4. The time of the conclusion of the contract between the Parties depends on the payment method chosen by the buyer.
- 2.4.1. If the payment method "PayPal Plus" is selected, the payment will be processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. Within the framework of the payment provider PayPal Plus, the seller offers various payment methods. During the ordering process, the buyer is redirected from the seller's online store to the PayPal website. After entering his payment data and selecting the desired payment method, the buyer confirms by clicking the button concluding the ordering process at the same time a payment instruction to PayPal. The seller requests PayPal to initiate the payment transaction and accepts the buyer's offer in case of clicking the button concluding the ordering process.
- 2.5. The seller stores the terms and conditions of the contract including the General Terms and Conditions upon conclusion of the contract in compliance with data protection and sends them to the buyer in text form (by e-mail) after the buyer's order has been sent.
- 2.6. The buyer may set up a user account in the seller's online store. The order data and the text of the contract shall not be stored in the seller's system and cannot be viewed and retrieved by the buyer via the user account for security reasons.
- 2.7. The contract is concluded exclusively in German.
- 2.8. The buyer shall ensure that the e-mail address provided by him for order processing is correct, so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the buyer shall ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

### **3. Right of withdrawal**

- 3.1. According to § 18 Abs 1 Z 10 FAGG there is no right of withdrawal for the present contract. (Exception for services in the area of leisure activities if the contract provides for a specific date or period of performance).

### **4. Delivery and shipping conditions**

- 4.1. tickets are sent to the buyer by e-mail.

### **5. Redemption of tickets**

- 5.1. The ticket can be redeemed only for the event indicated on it. If a weekly ticket ("World Cup Pass") is purchased, this ticket is valid for all events offered by the seller for which tickets are required.
- 5.2. All tickets are one-way tickets. Access to the event area is therefore only possible once. In the case of the "World Cup Pass", access is possible once for each event.
- 5.3. All tickets are transferable to third parties and can be redeemed by the respective holder with the seller with debt-discharging effect. The ticket cannot be redeemed if the respective holder is not authorized or legally incompetent or lacks the right of representation and the seller has knowledge or grossly negligent ignorance of this.

### **6. Prices and terms of payment**

- 6.1. Unless otherwise stated in the seller's offer descriptions, the prices quoted are total prices. The total prices stated are in EURO and are gross prices including the statutory value added tax applicable on the day of invoicing.
- 6.2. The buyer may pay the purchase price by the following methods of payment at his **option**:

6.2.1. If the payment method "**PayPal Plus**" is selected, the payment will be processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Roy-al, L-2449 Luxembourg, subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. Within the framework of the payment provider PayPal Plus, the seller offers various payment methods. During the ordering process, the buyer is redirected from the seller's online store to the PayPal website. If the buyer has chosen the payment method "**PayPal via PayPal Plus**", the buyer will be redirected from the seller's online store to the website of PayPal. If the buyer is not already registered with PayPal, registration is required in advance to pay the invoice amount via PayPal. After the registration process, the buyer must legitimize himself with his access data and confirm the payment instruction to the seller. The seller will ask PayPal to initiate the payment after confirming the payment instruction. The payment via PayPal is made automatically.

If the buyer has chosen the payment method "**credit card via PayPal Plus**", he does not need to be registered with PayPal to pay the invoice amount. After entering his payment details and selecting the desired payment method, the buyer confirms by clicking the button concluding the ordering process at the same time a payment instruction to PayPal. After confirming the payment instruction, the seller shall request PayPal to initiate the payment transaction and the buyer's credit card shall be charged.

If the buyer has chosen the payment method "**Direct Debit via PayPal Plus**", the buyer does not need to be registered with PayPal to pay the invoice amount. By confirming the payment instruction, the buyer gives PayPal a direct debit mandate. The buyer will be informed by PayPal about the date of the debit (so-called prenotification). By submitting the direct debit mandate immediately after confirmation of the payment instruction, PayPal requests the buyer's bank to initiate the payment transaction immediately after confirmation of the payment instruction. The payment transaction is executed and the buyer's account is debited.

If the buyer has chosen the payment method "**Invoice via PayPal Plus**", the buyer does not have to be registered with PayPal to pay the invoice amount. The seller assigns his claim to PayPal, provided that a successful address and credit check and submission of the order has been made in advance. In this case, the buyer can only pay to PayPal with debt-discharging effect. For payment processing via PayPal - in addition to the terms and conditions and privacy policy of the seller - the terms and conditions and privacy policy of PayPal apply. Further information and the complete GTC of PayPal for purchase on account can be found by the buyer under the link: [https://www.paypal.com/de/webapps/mpp/ua/pui-terms?locale.x=de\\_DE](https://www.paypal.com/de/webapps/mpp/ua/pui-terms?locale.x=de_DE).

## **7. Return of tickets**

7.1. In principle, the return of tickets is excluded.

## **8. Cancellation / program changes**

8.1. In case of a long-term cancellation by the organizer (seller), up to 7 days before the respective event day, the ticket price will be refunded minus a 10% handling fee.

8.2. Since these are open-air events, program changes, postponements or cancellations due to e.g. weather are to be understood as typical risks. In the event of a cancellation at short notice by the organizer due to such force majeure, the purchaser has no right to a refund of the ticket price.

## **9. Liability for defects and guarantees**

9.1. The seller is liable for material defects or defects of title of the delivered tickets according to the applicable statutory provisions, in particular §§ 922 ff ABGB.

## **10. Liability for damages**

- 10.1. With regard to the services rendered by the seller, the seller, its legal representatives and its vicarious agents shall only be liable in the event of intent or gross negligence, but not for slight negligence, except in the event of personal injury.

## **11. Data protection**

- 11.1. The seller collects and stores the buyer's data necessary for the business transaction. When processing the buyer's personal data, the seller shall comply with the statutory provisions. The Seller is entitled to transfer this data to third parties commissioned with the execution of the order, insofar as this is necessary for the fulfillment of the contract. Further details can be found in the seller's privacy policy, which is available in the online offer.
- 11.2. Upon request, the buyer shall receive information about the personal data stored about him at any time.
- 11.3. In all other respects, the statutory data protection provisions shall apply, in particular the General Data Protection Regulation (DSGVO).

## **12. Alternative dispute resolution**

- 12.1. For buyers who are consumers, the following regulations apply. The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for the extrajudicial settlement of disputes arising from online purchase or service contracts involving a consumer.
- 12.2. The seller is not obligated or willing to participate in a dispute resolution procedure before a consumer arbitration board.

## **13. Final provisions**

- 13.1. These GTC and the contractual relationship between the parties shall be governed by the laws of the Republic of Austria, excluding international law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 13.2. If the buyer is a consumer and has no place of jurisdiction in Austria or in another EU member state, the exclusive place of jurisdiction for all disputes shall be the court responsible for the seller's place of business.
- 13.3. If the buyer is an entrepreneur within the meaning of the Austrian Commercial Code (UGB) or a legal entity, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court having jurisdiction for the seller's place of business. In all cases, the seller shall also be entitled to bring an action at the place of performance of the performance obligation pursuant to these General Terms and Conditions or a prior individual agreement or at the buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

**Date: 29.03.2023**