

General Business Terms (GBT)

Any use of **Thom Events GesmbH** services is subject to these GBT.

Thom Events GmbH provides the buyer with admission tickets in the name of and at the expense of the respective organizer. Claims of any type in connection with the performance are to be directed exclusively to the respective organizer. Accordingly, *Thom Events GmbH* is only liable for the regular basic procurement of admission tickets.

General Rules for Admission Ticket Orders

Admission tickets can be ordered in person at the sales offices, by telephone or on-line. Payment is by cash, credit or debit card or by eps (net-payment-service). Admission ticket sales are based on posted price lists. These prices include all other charges such as service charges, including mailing. By purchasing an admission ticket the visitor is subject to the house rules of the respective performance venue as well as the organizer's regulations. At all venues late-arrivals are subject to the admission rules of each respective performance venue. The ticket is not valid without the tear-off [attached].

Admission tickets purchased by telephone or on-line can be picked-up at the box office after the start of pre-sales or if desired, mailed up to 10 days before the performance date. Ticket pick-up at the box-office requires presentation of the reservation number and the credit card used for the ticket purchase. A signature is required for the acceptance of the admission tickets.

Thom Events GmbH does not accept any liability for damages occurring due to declined credit card authorization and/or for tickets lost in the mail service. *Thom Events GmbH* especially is not liable for delivery of tickets by a third parties as for e.g. by Austrian Mail Company or any other mail or delivery service. Therefore, no demands of restitution by *Thom Events GmbH* can be issued based on none or erroneous delivery of admission tickets.

The admission ticket becomes invalid upon exiting the performance venue. Misuse will be prosecuted. Exchanges or refunds of purchased admission tickets are not possible. In the event of a performance cancellation, purchasers can obtain a refund of the admission ticket from the organizer within a month of the performance date. *Thom Events GmbH* does not refund applicable service charges. Program and performer changes are reserved and are not an accepted reason for a refund or reduction in admission price. In the event of a cancellation, postponement or program changes no refunds are granted for services such as hotel or travel costs.

All orders are final - require full payment - and cannot be changed.

Special Regulations for On-line Admission Ticket Orders

An On-line ticket order is only possible, if the buyer owns a valid credit card (American Express, Diners Club, Visa, Master Card und Eurocard).

Each total order price of an On-Line ticket order is calculated using the total number of tickets ordered (including any applicable pre-sale fee), the service charge and any applicable mailing fees i.e. EUR 3.00 for domestic and EUR 5.00 for all others; (changes reserved).

By entering the credit card information and pressing the submit orderbutton the purchase/transaction has been completed. This finalizes the sale and cannot be refunded or changed. The sales process only takes place after the reservation process has been concluded with a valid credit card and the transaction authorized by the respective credit card service company.

Data Security

The buyer expressly agrees to the storage of his data and declares – retractable – his agreement to receive information via E-Mail i.e. through the mail. The customer further

agrees to the circulation of this data in the framework of legal regulations and restrictions by the Data Security Law 2000 to subsidiaries of *Thom Events GmbH* as well as to the applicable performance organizer.

Other

The owner of an admission ticket expressly agrees to relinquish compensation for video (TV transmission, photos, video etc.) occurring during or in connection with the performance regardless of time or place limitations, which may take place through current or future technical processes.

Danger to hearing and health can occur at performances especially due to the loud volume for which the performance organization (locality) only accepts liability at the presumption of proven negligence.

The customer is not entitled to make photo, film, video or other voice/image recordings.

The applicable Court in Vienna is agreed to as the Court of Jurisdiction.