

GENERAL TERMS AND CONDITIONS – VIENNA MEDICAL DOCTORS' BALL (*WIENER ÄRZTEBALL*)

1. Purpose

The purpose of this website is to provide information about the Vienna Medical Doctors' Ball and to provide an online service for booking admission tickets and seats (hereinafter referred to as "the Order"). When an admission ticket is booked, a contract to that effect is established between the customer and the Vienna Medical Chamber (hereinafter referred to as "the Organiser").

2. Terms of use and copyright

The information provided by this website is carefully checked and updated regularly. However, we do not guarantee the accuracy, completeness or timeliness of the information provided and reserve the right to change or update information and to correct errors without prior notice.

Access to and use of this website and any information it contains or links to are the sole responsibility of the user. This site may contain links to external websites and webpages that are explicitly not part of this site. Responsibility for the content or content changes of any linked third-party websites is explicitly excluded. The use of any content from this website, in particular its reproduction, distribution, broadcast and performance for commercial purposes is prohibited.

3. Data protection and privacy

Personal data needed to deal with Orders or enquiries, such as name, telephone or email address, is used exclusively for the aforementioned purposes; it is not shared with third parties and is not retained, but used solely for the purpose of handling individual transactions. Further information may be found in our Data Protection Statement (https://ärzteball.at/en/privacy_policy).

Basic data and data security

Order data entered into the system is encrypted by SSL and cannot be accessed by third parties.

4. Information on photographic and video recordings at the Vienna Medical Doctors' Ball

Please note that photos will be taken by photographers at the Vienna Medical Doctors' Ball. The photos will be published on the websites www.aerzteball.at and www.aekwien.at, on social media channels and in print media (e.g. *ÄRZT*IN für Wien* magazine) to document events at the ball. Additionally, the event will be video recorded and live streaming will be provided via the social media channels of the Vienna Medical Chamber.

Additional information can be found here: https://aerzteball.at/en/privacy_policy/photo_processing
Videos and film material will also be taken by various reporters; those will be televised live and/or edited and compiled for later broadcasting. Responsibility as regards data protection for those recordings rests with the individual reporters, but not with the Vienna Medical Chamber.

5. Conclusion of contract

Any Order placed via this website constitutes an offer to the Organiser to enter into a contract. The customer must enter the necessary data correctly. This offer becomes binding when the Order is sent. Communication of acceptance of the offer is made by the Organiser in the form of an email confirmation. Upon receipt of this confirmation, the contract becomes legally effective.

By purchasing a ticket, the customer accepts the house rules valid at the venue (Vienna Hofburg).

The customer is expressly not granted any option to cancel or exchange their tickets or otherwise withdraw from the contract. This does not affect any mandatory statutory remedies or provisions of law.

The services offered are leisure services to be provided during a specific period on a specified date. In the case of distance contracts, the person ordering the ball tickets does not have the right to the statutory cooling-off period for distance contracts.

As a general rule, the customer is free to choose a seat within the selected price category. If the desired price category is no longer available, however, the customer will be notified and informed of other options.

The Organiser is entitled to change bookings for one or more selected table seats (where the tickets were purchased together in the same Order) if required for logistical reasons. In this case, the Organiser must ensure that the rebooked seat(s) are located in a room of the same or a higher category and that the rebooking does not result in any additional costs for the customer. The Organiser also guarantees that where several seats (i.e. more than two) are purchased together in the same Order, the seating arrangement or seat position originally selected will be retained. Please note that a selected seating arrangement or seat position (for more than two seats) can be retained only if the seats are purchased together in the same order.

Guests who do not meet the venue's dress code requirements will be denied entry to the event without getting any compensation.

6. Disclaimer

If for technical, organisational or other reasons, the QR code of the ticket cannot be presented, the ticket price and other fees or duties will not be refunded under any circumstances.

Liability for bookings which cannot be used as well as any associated expenses, such as refund for travel cancellation costs, is excluded.

Limitation of liability

The Vienna Medical Chamber accepts no liability for loss or damage resulting from ordinary negligence by the Vienna Medical Chamber.

The Vienna Medical Chamber makes every effort to ensure, to the extent reasonably technically possible, that its website and software operate without fault, error or interruption.

It is not guaranteed that the website and software will be available for ordering of tickets at all times.

The Vienna Medical Chamber is liable to the customer for loss or damage resulting from faults, errors or interruptions only if such faults, errors or interruptions are caused intentionally or through gross negligence by the Vienna Medical Chamber.

7. Payment

The following payment methods may be used for online Orders: Master Card, Visa, PayPal, EPS online bank transfer. Tickets are not valid until paid for in full.

8. Delivery and use of tickets

All admission tickets will be delivered to the customer by email as print@home tickets in PDF format. Tickets are sent at the customer's risk. Orders cannot be sent by post.

The customer must check the tickets for accuracy and completeness immediately on receipt (to ensure that the event title, date and time, ticket price and number of tickets are correct; any problems must be reported to the Organiser by email at aerzteball@aekwien.at straight away or no later than within 72 hours of purchase.

Lost print@home tickets cannot be replaced.

Each ball ticket bears a unique code which can be used once only. The first ticket bearing a particular code to be used will be regarded as the valid ticket. The one-time code on each ball ticket will be validated electronically at the event venue using the scanners provided for this purpose. Any ball tickets bearing the same code (because a copy was made, for example) will be automatically invalidated once the first ticket has been used. Ball tickets bearing a code which has already been validated cannot be used to enter the event.

Resale of ball tickets, for commercial purposes in particular, is not permitted.

Customers are entitled to print out one copy of their ticket; further copies are not permitted. It is also not permitted to duplicate ticket printouts in order to obtain unauthorised admission to the event for oneself or a third party.

Customers must take all reasonable measures to ensure that third parties cannot duplicate their ball ticket.

The Vienna Medical Chamber reserves the right to require ticket holders whose tickets are reproduced or duplicated without authorisation through their own fault to compensate it for any loss or damage arising from such reproduction or duplication (including financial losses and the costs of defending or bringing claims).

9. Ticket returns

Ticket returns are generally not permitted. No compensation will be paid for tickets that have not been used or have only been partially used (due to late arrival, for example) or have been lost.

Cancellation or postponement of the event

The Organiser is under no obligation to notify ticket holders of any cancellation, postponement or relocation of the event becoming necessary for any reason whatsoever. The Organiser will make every effort, wherever possible, to notify all ticket holders of any such change and to provide information thereof on the website www.aerzteball.at.

Under no circumstances will the Organiser be liable for travel, hotel, cancellation or similar costs in connection with the cancellation, postponement or relocation of the ball.

If the ball is cancelled, customers can request a refund of the ticket price directly from the Organiser.

10. Prices

The prices stated on this website are final prices inclusive of all duties and taxes.

11. Final provisions

Austrian law applies without giving effect to its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

Should any provision of these General Terms and Conditions be or become invalid, this shall not result in the invalidity of the contract as a whole.

Invalid provisions shall be replaced with provisions which are permissible in law and best satisfy the commercial intent pursued by the parties.

Place of performance for delivery of and payment for the admission tickets is Vienna.

12. Prize competition and competition entry terms

Entry to the prize competition requires purchase of an entry ticket costing EUR 5. The entry ticket contains a competition question. The entry ticket can be filled out on the evening of the Ball and placed in the boxes provided for this purpose in the ceremonial hall and at the information point, or sent by email to aerzteball@aekwien.at no later than 23:59 on 26 January 2025.

Entries must be submitted before the above closing date. Entries submitted after the closing date will be disqualified. The competition is open to natural persons aged 15 and over.

Competition entry fees will be donated to a charitable organisation. Persons involved in devising and running the competition, the Organiser's employees and their family members are not permitted to enter the competition. The Organiser also reserves the right at its discretion to disqualify any person where there are legitimate grounds such as (a) interference with access to or running of the competition, (b) breach of these competition entry terms, (c) unfair or illicit practices or (d) provision of false or misleading information in competition entries.

The winning entry will be drawn after the closing date at random from all entries on which the correct answer is ticked. The winners will be informed promptly by separate email. Prizes will be awarded to their winner only or, if the winner is under 18, their legal representative.

Prizes cannot be exchanged, collected by the winner in person, or claimed as cash. Any shipping costs for the prizes will be paid by the Organiser. Any additional costs associated with acceptance of a prize are payable by the winner. Any tax payable on a prize is the responsibility of the winner.

If, after being contacted twice, the winner does not respond within three weeks, the prize may be transferred to another entrant, who will again be drawn at random. Personal data must be provided when entering the competition.

The entrant warrants that the information they provide is true and accurate. The Organiser guarantees that none of the entrant's personal data will be disclosed to or shared for use by third parties without the entrant's consent. The winning entrant agrees to publication of their name and place of residence in advertising media used by the Organiser. This includes announcement of the winner on the Organiser's website and social media channels. Entrants may withdraw their consent at any time. To withdraw consent, please email aerzteball@aekwien.at. If consent is withdrawn, personal data collected and stored regarding the entrant will be erased immediately. The competition shall be governed exclusively by Austrian law. Any and all contractual relationships between the Organiser and the customer shall be governed by Austrian law, to the exclusion of the principles of conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

Date: March 2024