

GENERAL TERMS AND CONDITIONS – VIENNA MEDICAL DOCTORS' BALL

1. purpose

The purpose of this website is to provide information about the Vienna Medical Doctors' Ball and the online booking of tickets as well as the reservation of seats (hereinafter referred to as "the Order"). Such a contract shall be concluded between the Ordering Party and the Vienna Medical Association (hereinafter referred to as "the Organizer"), whereby the following General Terms and Conditions in the version valid at the time of the order shall apply exclusively to such contract and all relationships resulting therefrom.

2. terms of use and copyright

The information provided on this website is carefully checked and regularly updated. No responsibility is taken for the completeness, topicality and correctness of the information provided on this website. Access to and use of the website as well as any information contained or referred to therein is the sole responsibility of the user. Contents on linked pages are explicitly not part of this website. Any liability for the content and changes to the content of linked pages is expressly excluded. The use of any content of this website, in particular its reproduction, distribution, broadcasting and performance for commercial purposes is prohibited.

3. data protection and privacy

Personal data required for orders or inquiries, such as name, telephone or email address, will be used exclusively for the above-mentioned purposes and will not be disclosed to third parties or kept on record beyond the scope of the individual transaction. All details can be found in the privacy policy (www.aerzteball.at/datenschutz).

4 Information about picture and video recordings at the Vienna Medical Ball

It is pointed out that photographs will be taken by photographers at the Vienna Medical

Doctors' Ball. The photos will be published on the website www.aerzteball.at and also on social media channels and in print media (e.g. *ÄRZT*IN für Wien*) to present the activities and to document the ball. Furthermore, video recordings will be made, which will be published via a live stream on the social media channels of the Medical Association for Vienna. For more information, please visit www.aerzteball.at/Datenschutz/Bildverarbeitung. In addition, video recordings will be made at the Vienna Medical Doctors' Ball by various television stations, which will be broadcast both live and in the form of clips. Under data protection law, the respective television station is responsible for these recordings, but not the Medical Association of Vienna.

5. ticket order

An order placed via this website is an offer to the organizer to conclude a contract. This offer becomes binding when it is sent. The acceptance of the offer is made by the organizer in the form of an e-mail confirmation. Upon receipt of this confirmation, the contract becomes legally effective. There is the possibility to personally select the seats within the chosen price category. However, if the desired price category is no longer available, the customer will be notified and informed about alternatives.

The organizer reserves the right, for reasons of logistical necessity, to rebook table seats that have already been allocated to a hall of equal or higher value (at no additional cost to the orderer).

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

6. exclusion of liability

The organizer is not obligated to inform orderers about a cancellation, postponement or relocation of the event, regardless of the reason. Nevertheless, the organizer will make every effort to inform all orderers as far as possible and will inform them via the website www.aerzteball.at. In any case, the organizer is not liable for any damages resulting from the cancellation.

In any case, the organizer assumes no liability for travel, hotel, cancellation or similar costs in connection with a canceled, postponed or rescheduled ball or a booking that has become

invalid. In case of cancellation of the ball, a refund of the ticket price can be requested directly from the organizer.

Liability for property damage that occurs at the event and is due to slight negligence on the part of the organizer is excluded.

7. payment methods

The following payment methods are accepted for online orders: Master Card, Visa, PayPal, EPS online bank transfer. There is no box office on site. Tickets can also be purchased directly at the entrance - if not yet sold out - still via the webshop directly.

8. ticket collection and delivery

Unless otherwise specified, the booked print@home tickets will be sent via e-mail to the e-mail address specified in the order. No liability will be assumed for cards sent and lost in the mail.

9. No return and no exchange of tickets

The customer has no right to withdraw from a contract for an admission ticket or a seat reservation. A right of withdrawal for online orders is excluded according to § 18 Abs 1 Z 10 FAGG, because it is a service that is provided in connection with leisure activities at a certain time.

No compensation can be provided for tickets that are not used or only partially used (e.g. due to late arrival) or for tickets that are lost in any way.

For organizational reasons necessary program changes or changes of the venue are expressly reserved and no reason for a withdrawal.

10. prices

The organizer's ball office will take care of the reservation, booking and provision of tickets in advance. The sales prices stated on this website or communicated by telephone are final prices.

As a corporation under public law, the Medical Association for Vienna is not an entrepreneur

within the meaning of the 1994 Value Added Tax Act (UStG) and is therefore exempt from value added tax pursuant to § 6 para. 1 no. 12 UStG. The amounts stated or otherwise disclosed therefore do not include value-added tax. Therefore, no further costs will be incurred.

11. raffle and conditions of participation

To participate in the raffle, a donation ticket worth EUR 5,- can be purchased. This ticket contains a prize question. The donation ticket can either be filled out and dropped into the boxes provided for this purpose in the Ceremonial Hall or at the Infopoint on the evening of the ball or sent by e-mail to aerzteball@aekwien.at by January 28, 2024, 23:59. Participation is only possible within the participation period. Entries received after the closing date will not be considered in the draw. Eligible to participate are natural persons who have reached the age of 15. The proceeds of the raffle tickets are donations for the Autonomous Austrian Women's Shelters. Not eligible to participate in the raffle are all persons involved in the conception and implementation of the raffle, employees and their relatives. In addition, the operator reserves the right, at its own discretion, to exclude persons from participation if there are justified reasons, for example (a) in the event of manipulation in connection with access to or implementation of the competition, (b) in the event of violations of these conditions of participation, (c) in the event of unfair actions or (d) in the event of false or misleading information in connection with participation in the competition. The winners will be determined after the closing date by a random draw among all participants who have marked the correct answer. The winners of the raffle will be informed about the prize in a separate email. The prize will only be handed over to the winner or to the legal representative of the underage winner. An exchange, a self-collection and a cash payment of the prize are not possible. Any costs incurred for shipping the prizes will be borne by the operator. Any additional costs associated with claiming the prize will be borne by the winners. The winners themselves are responsible for any taxation of the prize. If the winner does not respond after two requests within a period of 3 weeks, the prize can be transferred to another participant, who will be determined by a new random draw.

To participate in the competition, personal data must be provided. The participant assures that the personal information provided by him/her is true and correct. The organizer points

out that all personal data of the participant will neither be passed on to third parties nor given to them for use without consent. In the event of a win, the winner agrees to the publication of his/her name and place of residence in the advertising media used by the organizer. This includes the announcement of the winner on the website of the operator and its social media platforms. Participants may revoke their declared consent at any time. The revocation is to be sent by email to aerzteball@aekwien.at. After revocation of the consent, the collected and stored personal data of the participant will be deleted immediately. The competition is subject exclusively to Austrian law. The legal process is excluded.

Austrian law shall apply to all contractual relationships between the organizer and the orderer, to the exclusion of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

Status: 6/2023