



## **General Terms and Conditions of AIDS LIFE For the Purchase of Tickets**

### **I. General Information**

The Event (hereinafter referred to as “the Event”) is organized by the independent non-profit organization AIDS LIFE (hereinafter referred to as “AIDS LIFE”) – an organization dedicated to directly supporting people who are HIV positive or have AIDS –, ZVR number 279376172, headquartered in Vienna. Understood by the term “Event” are the Life Ball including all side events, the AIDS Solidarity Gala in the Hofburg, as well as all other staged events of AIDS LIFE. These General Terms and Conditions apply to the purchase of any type of tickets for the Event as well as participation at the Event. AIDS LIFE makes offers for the purchase of tickets, table or table seat bookings, sells these and grants the right to participate in the Event exclusively under these General Terms and Conditions. Any other terms and conditions for purchase or participation are hereby expressly excluded.

Any party interested in purchasing a ticket, table or table seat booking(s) undertakes to comply with these General Terms and Conditions already when submitting a purchase request or when accepting a purchase offer for ticket(s), table or table seat booking(s). Likewise, any party participating in the Event accepts these General Terms and Conditions.

### **II. Regular Tickets**

The purchase of a regular ticket entitles the holder to attend the Event and to gain admission to the generally accessible area of the venue.

The regular ticket only grants admission to the Red Carpet with creative and extraordinary styling of the given dress code. Admission to the especially marked VIP areas is not included.

In such circumstances an attendance in jeans, t-shirts, sneakers; likewise other forms of leisure wear is entry to Life Ball prohibited.

### **III. Reduced-priced Tickets**

In addition to regular tickets, AIDS LIFE reserves the right to sell reduced-priced tickets like Style Tickets or the Late Night Ticket. With the purchase of a reduced-priced ticket, the holder is granted access to the Event so long the condition for the receipt of the reduction has been upheld.

In the event of non-fulfillment of the conditions for which the price reduction was given, admission to the Event is only then granted when the holder of the reduced-priced ticket agrees to the terms of a “regular ticket” and pays on spot in cash the mark-up for a regular ticket. Should that not be the case, he or she may be refused access to the Event. Claims for reimbursement of non-utilization of the reduced-priced ticket or refusal to pay the mark-up price of non-fulfillment of the conditions with which the reduction was granted, will not be accepted.





A valid Style Ticket entitles the holder to attend the Event, who appears in a creative and extraordinary dress, from the previously determined dress code from AIDS LIFE published on the website [www.stylebible.org](http://www.stylebible.org) has been fulfilled. Furthermore the holder has the right to access the general area of the "Red Carpet". Entry to the especially marked VIP areas is not allowed. The decision about whether the dress code is met is subject to the discretion of the staff of AIDS LIFE at the entrance to the Event.

In such circumstances an attendance in jeans, t-shirts, sneaker; likewise other forms of leisure wear is entry to Life Ball prohibited.

#### **IV. Purchase of Tickets**

Unless otherwise expressly provided for in these General Terms and Conditions, the term "Tickets" comprises regular tickets as well as reduced-priced tickets.

There is no legal title to the purchase of one or more ticket(s). AIDS LIFE expressly reserves the right to fully or partially reject any kind of purchase request whatsoever. Claims for reimbursement of expenses which an interested party / a party submitting a purchase request has incurred in anticipation of getting ticket(s) and for whatever reason will not be accepted.

A contract on the purchase of a number of ticket(s) offered by AIDS LIFE is entered into upon the partial or full acceptance of the respective purchase offer made by AIDS LIFE, which includes these General Terms and Conditions. The party accepting a purchase offer undertakes to pay for the ticket(s) even if he or she does not make use of the ticket(s) for whatever reason.

The purchaser is not entitled to cancel a contract effectively concluded or to return the ticket(s). Reimbursement claims for the ticket price for whatever reason will not be accepted.

#### **V. General Ticket Sale**

1.) Any party interested in purchasing ticket(s) under the General Terms and Conditions of AIDS LIFE must express his or her interest by registering on the website [www.krone.at/lifeball](http://www.krone.at/lifeball); such registration requires the disclosure of his or her first and second names or company name, mailing address, e-mail address and telephone number.

AIDS LIFE will make legally binding offers for the purchase of one or at the most two regular ticket(s) or reduced-priced ticket(s) to Life Ball to the selected interested parties, under these General Terms and Conditions. This offer is made through a "purchase code" sent to the e-mail address specified by the requesting party.

The offer made by AIDS LIFE can only be accepted by entering the "purchase code" in the dedicated interface provided by [oeticket.com](http://oeticket.com) within a period of time specified by AIDS LIFE. This term of acceptance is disclosed to the selected party together with the "purchase code". If the offer made by AIDS LIFE is not accepted as described above and within the specified term of acceptance, the offer shall no longer be binding for AIDS LIFE. The offer becomes void without giving rise to any claims or rights whatsoever for the selected party.





Only the selected party himself/herself is entitled to accept an offer made by AIDS LIFE; a “purchase code” cannot be re-sold to a third party. In case of violation of the re-sale ban, the original purchaser of an “purchase code” undertakes to pay a contract penalty of EUR 1,500, which will in its entirety be donated to charitable institutions supported by AIDS LIFE. AIDS LIFE furthermore reserves the right to exclude both the re-seller and the purchaser from participation in the Event, which does not constitute a claim to compensation for the re-seller or the purchaser against AIDS LIFE.

2.) Interested parties have the possibility to directly purchase entry tickets for the “Life Ball Party” and “After Hour” at the Volksgarten. Entry tickets can be purchased either at the evening box office or in advanced booking at oeticket.com. For advanced bookings, interested parties are able to purchase a maximum of 8 tickets per request.

3.) For the AIDS Solidarity there are no sales of entry tickets, but can only be purchased as single table seat booking(s) and/or table booking(s) in accordance with Point VIII of the General Terms & Conditions.

## VI. Special Ticket Sales

AIDS LIFE will sell a certain amount of tickets within the framework of special sales, for which it will determine a specific volume and possible additional purchase conditions at its own discretion. AIDS LIFE reserves the right to fully omit or cancel special sales without substitution or to change the conditions for special sales. Participation in a special sale does not constitute a legal title to the acquisition of one or more ticket(s). Any recourse to courts of law is excluded.

Within the framework of special sales, AIDS LIFE will make offers for the purchase of Life Ball ticket(s) or reduced-priced ticket(s) to selected participants. This is done either directly or through the disclosure of a “purchase code”. Sections II to V of these General Terms and Conditions shall apply mutatis mutandis to the acceptance of such offers. This especially applies to the re-sale ban of “purchase codes” and the contract penalty of EUR 1,500 payable in case of violation of this ban.

## VII. Payment of Tickets

Ticket(s) can be paid at and are delivered to the purchaser either by Ticket Express GmbH or by AIDS LIFE directly. Specific modalities, especially including an appropriate term of payment, are communicated to the purchaser separately after he or she has accepted the offer for the purchase of the ticket(s). The purchaser agrees to pay the amount due within the stipulated term.

If the purchaser fails to do so, AIDS LIFE reserves the right to cancel the contract and sell the respective ticket(s) otherwise. This does in no way affect further claims for compensation of AIDS LIFE. If the contract is not canceled, the purchaser undertakes to pay a default charge amounting to 10 % p.a. of the ticket price.





## VIII. Table Bookings

In the event of a table or table seat booking(s), the following is included:

- Dependent on the category of the table are entry tickets for the event and/or table seat tickets.
- For the Life Ball: In the category “VIP Lounge” and “Gallery”: Entry to VIP stands on City Hall Square during the opening show and catering of food, red and white wine, beer, and non-alcoholic as long as stocks last.

There is no legal title to the allocation of a table or table seat. AIDS LIFE will at its own discretion submit legally binding offers for table or table seat bookings to selected interested parties. The interested party shall accept the offer within a period of 5 workdays by signing and returning the respective form to AIDS LIFE, whereby a legally binding contract regarding the allocation of a table and/or table seat is concluded. If there are more requests than what is available, the allocation generally follows the first come-first served principle. If requests are received simultaneously, the tables will be allocated by lot.

For the Life Ball is a booking of table possible, however an individual seat(s) booking may be allowed. For the AIDS Solidarity Gala is a booking of individual seat(s) possible. Any recourse to courts of law is excluded.

A partial or full cancelation of booking(s) and reimbursement for the costs will not be accepted. The purchaser undertakes to pay the price for the booking(s) even if not used. Claims for (partial) reimbursement of the price in case the food and drink offer is, in part or entirely, not made use of will not be accepted.

## IX. Payment of Table Bookings

The charge for table or table seat booking(s) is directly settled with AIDS LIFE. The purchaser of a table or table seat booking agrees to transfer the stipulated amount in full to the designated bank account within 14 days after receiving the invoice.

Upon the timely receipt of the full amount due, AIDS LIFE will send the respective ticket(s) and table booking confirmation(s) to the purchaser by postal mail.

If the stipulated amount is not fully transferred to the designated bank account within 14 days, the table or table seat booking(s) is/are considered null and void. In this case, the right to participation in the Event and allocation of a table also becomes null and void. Moreover, a contract penalty amounting to 50 % of the amount due applies and AIDS LIFE reserves the right to additionally claim damages.





## **X. Re-sale Ban**

The net proceeds of the Event are solely used for charitable institutions. The sale of tickets does therefore not aim to generate profits, but to further and support charitable goals. The purchaser of one or more ticket(s), table or table seat booking(s) expressly acknowledges this purpose and will thus not re-sell ticket(s) and/or seat(s) at a reserved table for a consideration exceeding the relevant price category of the ticket or table (or the proportional price for a seat at a table). This also applies to tickets acquired through special ticket sales.

In case of a breach, a contract penalty amounting to EUR 1,500 applies. The full amount of this contract penalty is used for charitable institutions supported by AIDS LIFE. A court-ordered reduction of this penalty will not be accepted. AIDS LIFE furthermore reserves the right to exclude the purchaser of ticket(s) and/or seat(s) re-sold in this way from participation in the Event at any time, which does not constitute a claim to compensation for the re-seller or the purchaser.

## **XI. Changes**

The main purpose of the Event and the foundation of the purchase of ticket(s) and/or table or table seat booking(s) are to make contributions to the charitable institutions supported by AIDS LIFE. The program of the Event is announced without commitment and is not considered the foundation of the purchase of tickets. AIDS LIFE reserves the right to change the order of the program, time and venue of the Event as well as to delete items from the program without replacement. Guests have no automatic right to actively participate in and/or enter given items on the program (such as the "award for costumes"). Such participation is dependent on available capacities and only permissible upon explicit consent by staff of AIDS LIFE.

Changes to and/or deletion of items on the program do not constitute a right to withdraw from the contract and return ticket(s) and/or cancel table or table seat booking(s). Claims for reimbursement of (parts of) ticket, table or table seat charges will not be accepted.

AIDS LIFE reserves the right to restrict access to parts of the Event venue for substantial reasons, especially if this serves the purpose of ensuring safety for all participants of the Event.

## **XII. Outdoor Program**

The outdoor program will only take place in adequate weather conditions. AIDS LIFE expressly reserves the right to entirely or partly cancel or end the outdoor program due to unfavorable weather conditions or other substantial reasons (especially in the case of interdictions of authorities or lack of authorizations). A withdrawal from the contract and/or claims for reimbursement of (parts of) ticket, table or table seat charges in the event the outdoor program is fully or partially canceled will not be accepted.





### **XIII. Cancellation/Early End of the Whole Event**

If the whole Event is canceled, the full amount of payments made for tickets, table bookings or table seat bookings will be refunded. Further claims for compensation, on whatever legal basis, especially regarding expenses incurred, will not be accepted. If the Event is merely re-scheduled or if the Event location is changed, tickets purchased and table bookings or table seat bookings made will remain valid. Tickets cannot be returned and table bookings or table seat bookings cannot be canceled. Changes will be announced on the website [www.lifeball.org](http://www.lifeball.org). Purchasers of ticket(s), table booking(s) or table seat bookings agree to check this site shortly before the Event for possible changes.

If the Event is terminated ahead of schedule, payments made for tickets, table bookings or table seat bookings will only be refunded if the Event is terminated before 10.30 p.m. local time. If the Event is terminated between 10.30 p.m. and midnight local time, 20 % of the ticket price is refunded.

### **XIV. Disclaimer**

AIDS LIFE cannot be held liable for damage to property of visitors arising during the Event, except for in a case in which this damage is caused by a deliberate or reckless action by a representative or aide of AIDS LIFE. AIDS LIFE cannot be held liable for property lost or stolen during the Event.

### **XV. Rules for the Event**

Purchasers of ticket(s) and/or table or booking(s) as well as participants in the Event expressly declare to respect the Rules for the Event laid out by AIDS LIFE, likewise the Rules of the event location. These rules are available at [www.lifeball.org](http://www.lifeball.org).

AIDS LIFE reserves the right to dispel persons from the Event who disregard the Rules for the Event or legal regulations in a grave manner. Claims for reimbursement of parts of or the whole amount of ticket or table or table seat charges will not be accepted in such a case. In case of a permissible transfer of ticket(s) or table booking(s) or parts thereof, original purchasers will point out the applicability of the Rules for the Event and the General Terms and Conditions to third parties, and only transfer ticket(s)/table booking(s)/parts thereof to third parties if they expressly and irrevocably declare to respect the General Terms and Conditions.

### **XVI. Data Protection**

Through accepting a purchase offer for ticket(s) and/or table or seat booking(s) by AIDS LIFE, the purchaser expressly agrees to the use of his or her personal data, especially name, mailing address, telephone number and e-mail address, for the purpose of handling the purchase of ticket(s) and/or table or seat booking(s). Data will not be shared with third parties or used for any other purposes.





## **XVII. Visual and Audio Recordings**

Every guest at the Event expressly permits AIDS LIFE and all broadcasting and/or recording TV and radio stations as well as photographers present to use, and especially publish, any type of recordings made of him or her during the Event without remuneration and without any spatial or temporal limitation, employing any type of technical equipment. Guests at the Event furthermore permit AIDS LIFE to use these recordings for advertisement purposes without paying any type of remuneration and without any spatial and temporal limitations.

## **XVIII. Error, Frustration of Contract, Lesion Beyond Moiety**

Appeals against the contract concerning the purchase of ticket(s) and/or table or seat booking(s) on the grounds of error, frustration of contract or a lesion beyond moiety will not be accepted. A party purchasing ticket(s) and/or table or seat booking(s) declares to do so because of special devotion to and support of the charitable purpose of the Event in the meaning of Section X.

## **XIX. Place of Jurisdiction, Applicable Law**

The place of jurisdiction is the competent court for the first district of Vienna. The place of jurisdiction for guests whose habitual residence is located in Austria is the competent court at the place of their domicile or habitual residence. Exclusively Austrian law on property is applied; the UN Convention for the International Sale of Goods and conflict of laws are not applicable.

## **XX. Severability**

Should any provision of these General Terms and Conditions or parts thereof be declared void, the remaining provisions or remaining parts thereof will continue to remain in force and effect. Void provisions and/or void parts of provisions shall be replaced by valid provisions which best reflect the original intentions and commercial purpose of the void provisions and/or void parts of provisions. The same applies for issues which are not addressed in the present General Terms and Conditions.

