

## General terms and conditions of business

### 1. General

These General Terms and Conditions of Business apply to the sale and dispatch of tickets and goods by the Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. Different requirements of the purchaser (the «customer») are applicable only if the Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. has previously agreed in writing to such divergent conditions.

By placing an order the customer declares his or her agreement with these Terms and Conditions and is thereby bound by them.

These Terms and Conditions can be accessed on the home page of the Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. and can be copied and saved by the customer if desired.

The services offered by the Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. relate to leisure and recreation and are to be provided on a given date or within a certain period precisely defined (leisure services).

### 2. Advance ticket sales

Advance sales of subscription tickets for the Tonkünstler Betriebsgesm.b.H commence in spring for the following season. Details of start dates for individual ticket sales will be given in the season brochure in spring.

Advance ticket sales for the Midsummer Night's Gala in Grafenegg, the Grafenegg Summer Concerts and the Grafenegg Festival commence in November or December of the preceding year for the following summer. Details of the start date for sales will be given in the season brochure.

Ticket orders can be placed in person, online at [www.grafenegg.com](http://www.grafenegg.com) and [www.tonkuenstler.at](http://www.tonkuenstler.at), by telephone, email, post or fax at the box offices in Vienna and Grafenegg.

### 3. Supplementary events

Tonkünstler Orchestra: Pre-concert talks are free but a numbered ticket is required for admission.

These are available from the Tonkünstler and Grafenegg box offices from two months before the concert (three months for «Pluspunkt» members) until one day before the concert (or until 12 pm on Friday for Sunday afternoon concerts). For concerts at the Musikverein Wien, any tickets that have not been issued by the day of the concert can be obtained on the day of the concert from the box office in the Musikverein Wien.

The pre-concert talks are a service offered free of charge by the Tonkünstler to its visitors. Availability is limited by the venue's capacity. There is no legal entitlement to admission.

Grafenegg: Admission to all preludes, pre-concert talks and other supplementary events is included with the ticket for the evening concert in question. The preludes and pre-concert talks are a service offered free of charge by the Grafenegg Kulturbetriebsgesellschaft to its visitors. On account of the limited capacity of the venues, numbered tickets for preludes will be issued on the day of the concert. There is no legal entitlement to admission.

#### **4. Conclusion of the contract**

The customer's order is a binding offer that takes effect upon provision of all details required by the Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. All customer data supplied when placing an order will be handled in confidence and will not be forwarded to third parties, unless the data are necessary for fulfilment of service.

The Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. is at liberty to accept offers to purchase tickets within 14 days of receiving the offer or to decline such offers by dispatch of an appropriate notification to the customer, in particular in the case of price increases that have occurred in the interim or on account of erroneous entries in sales brochures, price lists or other documents. The Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. does not accept any liability for such price increases or errors.

#### **5. Prices and payment**

All published prices are to be understood as «inclusive prices» (gross amounts including VAT). Costs incurred in dispatch (postage and packing) will be charged separately. Printing errors and changes to individual prices are excepted from liability. The ticket price is payable immediately upon conclusion of the contract.

Tickets held at the concert box office and not collected will be charged for.

In order to make good any claim for a concession, whether the ticket is bought at the concert box office or ordered by telephone, appropriate proof of identity must be presented no later than when the tickets are collected. If such evidence cannot be produced, no claim to concession can be made and a surcharge must be paid on the full price of the ticket. Concessions can only be claimed at the time the ticket is purchased and not retrospectively. Only one concession can be claimed on any given ticket.

#### **6. Delivery/delivery time**

Dispatch is at the cost and the liability of the purchaser. A charge of € 2,50 (standard post) will be made. The charge for registered mail will be € 5. «Pluspunkt» members will not be charged for delivery by standard post.

In the case of standard post, no liability is assumed if any ticket is lost in transit.

The customer is to check dispatched tickets immediately upon receipt for correctness and completeness and make any complaint without undue delay.

If the customer is a company, it is obliged to check its tickets and enter an immediate formal complaint or else forfeit its claim for breach of warranty.

#### **7. Methods of payment**

The Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. accepts the following credit cards: Master Card, American Express, Diners Club, Visa, JCB. Payment may also be made in cash, by debit card (Maestro) or payment slip. Within one weeks of the event, payment may only be made in cash or by debit or credit card. Tickets will be sent by post on request or can be picked up at the central or concert box office, as specified by the customer.

#### **8. Exclusion of the right to return and exchange tickets, loss of tickets**

Return and exchange of tickets is specifically excluded. No refund will be made on tickets already paid for. If concerts are sold out, resale may be negotiated with the Tonkünstler & Grafenegg box office in exceptional cases for a fee of 15% of the ticket price. The original tickets must be presented in such cases. The deduction of commission will be effected by the Tonkünstler & Grafenegg box office from the day following the concert up to 30 days inclusive after the date of the concert.

If tickets have been lost, duplicates may be issued at a handling fee of € 2 per replacement ticket. Each original ticket is thereby invalidated.

Grafenegg: Delay in the start of the concert or interruption of the concert caused by bad weather or transfer to another venue in the grounds of Grafenegg Castle does not establish entitlement to a return or refund of the ticket.

## **9. Open-air concerts in Grafenegg**

In the case of concerts planned specifically as open-air events, that is to say without provision for an alternative in case of bad weather, ticket holders will receive a refund of the admission price on the first working day following the concert or thereafter. A refund can only be made if the concert was cut short before the interval or when less than 50 minutes had elapsed from the start.

For events on the Wolkenturm open-air stage that allow for bad weather, a decision will be made no later than 30 minutes before the start of the concert about a move to the Auditorium on account of the weather conditions. If a transfer to the Auditorium during the concert is necessary, there will be an interruption of approximately 30 minutes. In the Auditorium, as shown on the ticket, there will be alternative seating for ticket-holders in categories 1-5 and a folding seat in the gallery for category 6; relocation due to the weather does not result in a refund to ticket holders of categories 1 to 6. Ticket holders in category 7 and those with unallocated lawn seating (Rasenkarten) have the opportunity to attend a video transmission of the concert in the Riding School. Holders of unallocated tickets and category 7 ticket-holders who choose not to attend the video transmission will receive a refund if the concert was abandoned before the interval or less than 50 minutes after the start. Refunds for category 7 and lawn seating will take place within 2 months from the first working day after the concert. The original tickets must be presented. If you wish to return your tickets please download the relevant form at [www.grafenegg.com/wetter](http://www.grafenegg.com/wetter) Please note: The form is in German!

Ticket holders may request transfer to their bank account or reimbursement to their credit card.

Original tickets may also be sent by post to the box office for payment of the refund by bank transfer or reimbursement to a credit card.

The different sizes of the Wolkenturm and Auditorium may lead to a shift in category as the new seating is allocated. Seats that were adjacent in the Wolkenturm may be separated from each other in the Auditorium.

## **10. Grafenegg estate**

The entire grounds are open to visitors, but on days when a concert is held on the Wolkenturm open-air stage, from three hours before the start of the concert the venue is only accessible with a valid ticket for that event. Visitors who are only attending the prelude concert must have left the grounds by the start of the evening concert.

Dogs can be brought on to the Castle estate only outside the hours in which events take place.

The Tavern is open to all at all times.

If a concert is moved to another location within the grounds of Grafenegg Castle, no entitlement to a ticket refund will result from this relocation.

At open-air events we recommend warm, weatherproof clothing. Please refrain from raising umbrellas, so as to avoid blocking the view of others.

Access to the lawn area is allowed only after admission has begun on the instructions of the chief ticket supervisor. No portable seating can be set up on the lawn. Smoking and fire-lighting are not allowed.

The organizer reserves the right to exclude from the venue, at times when concerts are being held, any persons considered to be causing a nuisance to other visitors.

Children over the age of 2 require their own tickets. Our ticket office will inform about youth reductions.

Visitors with children who have not yet reached their second birthday will only be able to seat themselves in the lawn area.

We reserve the right to offer visitors alternative seating at our venues. If an alternative seat in a lower category is offered, the difference in ticket price will be refunded.

## **11. Bus transfer to Grafenegg**

For all of its own events, a bus transfer from the Vienna Musikverein/Bösendorferstraße to Grafenegg and back will be made available. Departure times will be given in current publications. The return trip will leave about 15 minutes after the end of the main concert. Bus tickets can be ordered up to 10 days before the concert.

## **12. Conditions of sale and delivery for items from the online shop**

Details given in our price lists and on our web pages are always without obligation. We reserve the

express right to change the stated information at any time. Customers' orders are treated solely as offers to enter into a contract. Orders placed via our internet pages are deemed to have been undertaken at the time that the electronic order message was received.

#### **Right to withdraw from the contract**

Ordering parties who are consumers in accordance with consumer protection legislation can, within a period of seven working days from receipt of the goods, withdraw from purchase of goods ordered on the internet. It shall suffice if the notice of withdrawal is dispatched within the time allowed. In the event of withdrawal, the purchase price will be completely refunded only as the goods are received back from the party who ordered them.

#### **Prices**

The only valid prices are those given on our web page. Unless otherwise stated, all prices are gross prices which include the statutory sales tax. Any export or import duties that are imposed during shipment are chargeable to the customer.

#### **Dispatch**

Goods are sent to the delivery address given by the customer. We aim for the speediest possible shipment of products that have been ordered.

#### **Payments**

Unless otherwise agreed, payment is due without deduction on receipt of the invoice. Sums are to be paid to the account given on the payment slip. Payment is only considered made once it has arrived in our account. Cession of rights to third parties is expressly forbidden to the purchaser.

#### **Property status**

Until payment has been made in full the delivered goods remain the property of the Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H.

#### **Copyright**

The purchaser acknowledges that the audio media retailed by us are protected by copyright. Copying, distribution or use other than for private purposes is expressly denied the purchaser.

#### **Guarantee and liability**

Faulty goods must be returned. The Online-Shop will provide the recipient with fault-free replacements. The manufacturer's provisions in respect of the goods will apply.

#### **Limitations of use and instructions**

- 1) The guarantee represents the limits of our liability for damages, except in case of deliberate fault or gross negligence. This particularly excludes remedy for consequential damage, indirect damage and loss or lost profit from faulty, omitted or delayed delivery.
- 2) Liability for personal injury or under product liability legislation is not restricted by the above provision. We will not be liable for the content of products we offer for sale.

### **13. Claim to service**

The customer can enjoy the service only after the price has been paid in full. Until then the ticket remains the property of Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. or the Grafenegg Kulturbetriebsgesellschaft m.b.H..

### **14. House regulations**

Each valid ticket entitles one person to attend the given event in observance of house regulations. The applicable ticket must always be shown to audience service personnel on demand. No other seat may be occupied than the one indicated on the ticket. Offences against these regulations or the above conditions may cause the visitor to be excluded from the event without refund of the purchase price.

### **15. Subscription orders and purchase**

Subscriptions can be ordered in person, by telephone or email. A subscription order is a binding contract governed by our Terms and Conditions.

#### **Subscription prices**

The subscription rates given in the price list that is current at any given time are applicable.

#### **Subscription payment**

Payment of the subscription must be made after receipt of the payment slip by the deadline given on

the payment slip. You may also pay for your subscription by charging it to your credit card. A subscription brochure with the prices for the forthcoming season will be sent to each subscriber in March or April of each year.

Subscription tickets will be sent by post or can be collected from the box office. Should you still not have received your subscription tickets by mid-September, we would request you to advise the box office accordingly.

We would also advise you to make transfers only with the payment slips provided, as otherwise we cannot guarantee that your payment will be correctly accounted for.

#### **16. Package orders and purchase**

The offered packages are only available in the current season and are unextendable in the following seasons. The choice of the seat depends on the availability and needs not be the same at every concert. Packages can be booked as soon as the individual sales start.

#### **17. «Pluspunkt» membership**

The «Pluspunkt» membership is valid for concerts staged by the Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H. in Vienna. For events staged by the Grafenegg Kulturbetriebsgesellschaft and by the Festspielhaus St. Pölten only limited benefits apply. Please check our website for details. One can order a «Pluspunkt» membership when buying tickets or goods. It is also possible to obtain a «Pluspunkt» membership without making any other purchases. Reductions made possible by the «Pluspunkt» membership can be given only when ordering through the Tonkünstler & Grafenegg box office in Vienna or the Grafenegg box office.

#### **18. Late arrivals**

To prevent the audience from being disturbed during the concert, late arrivals will not be shown to their seats until the interval or a period of prolonged applause between works.

#### **19. Changes of performers or programme**

Changes to the artist line-up or to the programme may be made at any time and do not establish the right to refund or exchange of tickets.

#### **20. Image and sound recording**

Photographic, video or sound recording is not permitted during performances. In the event of photography or recording for television, film and video, the visitor consents to the reasonable use of any personal images that may arise (without compensation).

#### **21. Advice under consumer protection law**

As the services offered are leisure services under consumer protection legislation, the customer has no statutory right of withdrawal from a contract remotely entered into or declared by remote communication.

#### **22. Data protection guidelines**

The companies operating within the Niederösterreichischen Kulturwirtschaft GmbH. aim for optimal customer service. To this end, all companies share access to a joint database.

[Informationsverbundsystem (§ 4 Z 13 and 50 DSG 2000): «Business data bank for the operations of NÖ Kulturwirtschaft»]

With your signature, you agree that the information you provide can be saved, processed and used to deal with your individual purchase, to send you information about events, exhibitions, current offers, also by email, and for inspection in the case of the use of priority services.

Your contact details will only be used by the companies of the Niederösterreichischen Kulturwirtschaft GmbH for the purpose of customer service and will not be passed on to third parties.

You may withdraw this consent at any time by sending an email to [datenverwaltung@noeku.at](mailto:datenverwaltung@noeku.at) or a fax to 02742 / 908041.

A list of the companies operating within the Niederösterreichischen Kulturwirtschaft GmbH can be found at [www.noeku.at](http://www.noeku.at)

### **23. Place of performance, jurisdiction and responsible court**

The place of performance is St. Pölten. Without prejudice to particular commitments to consumers, the commercially qualified court in St. Pölten is responsible for all legal disputes arising out of or in connection with the relevant contract. The law of Austria, to the exclusion of international standards of reference, is deemed to have been agreed. The provisions of UN law of purchase and sale are not applicable.

### **24. Concluding conditions**

Should individual elements of these General Terms and Conditions of Business (AGB) be in contradiction of overriding legal stipulations (such as the provisions of the consumer protection legislation, KSchG), the remaining conditions of the AGB retain their validity. We reserve the right to change our AGB at any time

### **Niederösterreichische Tonkünstler Betriebsgesellschaft m.b.H.**

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as of February 2018