



GENERAL TERMS AND CONDITIONS

of

Beach Majors GmbH

Linsengasse 57

A-9020 Klagenfurt am Wörthersee

Firmenbuchnummer: FN 425378 g

Landesgericht Klagenfurt am Wörthersee

Tel.: +43 1 470 72 47

office@beachmajors.com

<https://beachmajorseries.com/en>

1. SCOPE

These General Terms and Conditions („GTC“) apply to all agreements and orders made regarding the delivery of (a) tickets and (b) merchandising products of Beach Majors GmbH as well as streaming services provided by Beach Majors GmbH („BM“ or „we“).

We reserve the right to (a) change these GTC at any time (whereby such changes enter into force immediately after publication on our website) and (b) change or close our website in full or in part at our free discretion without giving notice.

2. NOTICE ACCORDING TO ODR-REGULATION (EU) NO. 524/2013:

The platform of the on-line dispute resolution of the European Commission is accessible under the following link: <http://ec.europa.eu/odr>.

We herewith notify you that we do not participate in, or fall under the scope of, an alternative dispute resolution procedure, either by operation of law or by choice.

Contact details for disputes: office@beachmajors.com.

3. DATA PROTECTION

Information about the method and scope of the utilization of your personal data can be found in the Privacy Policy, which forms an integral part of these GTC.

4. CONCLUSION OF CONTRACTS

The presentation of tickets and merchandising products on our webshop does not constitute a binding offer for the conclusion of a contract. The customer only makes a binding offer after completing the purchase process by clicking the field “buy now”, or (in special occasions only) by filling out the order form or ordering via e-mail. Before submitting the order, the customer has to provide his name, delivery address, invoice address and telephone number as well as the email address, under which he can receive, read, store and print out emails by BM. The opening of a user or other account is not required.

Orders can be placed only in our webshop and (in special occasions only) via a separate order form or e-mail. After submitting an order, the contract between us and the customer or, in the case of the sale of tickets, between the organizer and the customer shall be concluded upon us sending a confirmation to the customer by email.

The contract between the customer and BM or, respectively, the organizer can be concluded in English or German.

Reservations or orders for tickets may not be made by persons under 18 years of age.



5. PRICES AND SHIPPING COSTS

The prices shown in the webshop or in our individual offers are end-user prices excluding applicable VAT.

We do not charge shipping costs.

6. PAYMENT

Payment may only be made by credit card. We accept VISA and Mastercard.

The processing of the payment by credit card takes place via our contractual partner Data Trans.

Payment data is transmitted in encrypted form according to the most up to date security standards.

Please take note of the general terms and conditions of [Data Trans](#) for the payment processing.

In case of a payment by credit card, the invoice amount will be reserved on your card at the time you submit the offer. The actual draw-down occurs after the tickets or products are shipped.

7. DELIVERY

Merchandising products are delivered via regular mail to the delivery address notified by you.

In case of the purchase of tickets, you will be contacted by us separately regarding the form of delivery.

In case you request delivery of tickets in electronic form, please be especially careful regarding data security, as we assume no liability for loss of data.

8. STREAMING SERVICES

Following conclusion of your order, we shall make the streaming services available to you. The amount and type of content provided is as set out in the order process.

We shall always make the streaming services available on our website which can be accessed via computers, tablets and smart phones. The website is designed to be compatible with all modern browsers. The minimum connection speed in order to stream the content via the website is 6 Mbps. You may need to update the software on your device from time to time in order to be able to access the website. The streaming services will be available for streaming using the latest and previous versions of Windows and Apple's operating systems.

We shall endeavor to provide constant, uninterrupted access to the website for exploitation of the streaming services. However, please note that:

- we may suspend, withdraw, discontinue or change all or any part of our website without notice;
- the image and sound quality of the streaming services may vary, whether due to the bandwidth available through and/or speed of your internet connection and telephone line;
- the streaming services may not be uninterrupted, timely, secure or error-free;
- from time to time we may need to close the website and suspend the streaming services to carry out upgrade and/or maintenance;
- we do not warrant or guarantee the proper functioning of the internet connection or the performance of the end device used.

We will eliminate any technical malfunctions without delay if feasible. If a service malfunction results in the customer not being able to use the streaming service according to these terms or if the possible use is considerably affected, we will decide on a case by case basis whether and which remuneration can be offered.

You agree to download or make available the streaming services only for private, non-commercial use.



You are responsible for ensuring that you have and maintain all the hardware and software necessary to access, receive and view the streaming services. In the event that we reasonably determine that you do not meet these requirements, we reserve the right to refuse the provision of the streaming services to you.

9. RIGHT TO WITHDRAW

If you are a consumer, you can withdraw from a concluded contract in accordance with the following provisions, except if the contract covers

- a) tickets (sec 18 para 1 lit 10 FAGG); or
- b) merchandising products made to the consumer's specifications or clearly personalized (sec 18 para 1 lit 3 FAGG).

The right to withdraw can be exercised within 14 days from the receipt of the goods (or the last batch of goods in case several goods are ordered) or from the conclusion of the contract (in case of streaming services) without stating any reasons ("**withdrawal period**").

If you wish to exploit the streaming services during the withdrawal period, you may do so but:

- you expressly agree that we may begin to make the streaming services available to you during the withdrawal period; and
- you expressly acknowledge and agree that your right to withdraw from your order under these regulations will be lost.

Exercise of the right to withdraw: To exercise your right to withdraw, you have to notify us (Beach Majors GmbH, Linsengasse 57, A-9020 Klagenfurt am Wörthersee, office@beachmajors.com) of your decision to withdraw by an unequivocal statement in a letter sent by mail, as a telefax or an email. You can use the form accessible under [this link](#) for exercising your right to withdraw, without being required to do so. To meet the deadline for exercising your right to withdraw, it is sufficient that you send your notice prior to the end of the aforementioned deadline.

Effects of withdrawal: In case you withdraw from a contract, we will reimburse all payments received from you without undue delay and in any event no later than 14 days after the day your notice regarding the exercise of your right to withdraw was received by us. We will use the same payment method as you used for your order, unless an alternative method was explicitly agreed. No charges will be levied for effecting such reimbursement.

You have to send, or hand over, the products to us (Beach Majors GmbH, Linsengasse 57, A-9020 Klagenfurt am Wörthersee) within 14 days from the day on which your notification was received by us. To meet this deadline, it is sufficient that you send the products at the last day of the aforementioned period. We can withhold reimbursement until we have received the products back or you have supplied evidence of having sent back the products prior to that.

You have to bear the immediate costs of returning the products. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

10. CANCELLATION OF OR CHANGES TO THE EVENT

Each ticket is subject to the right of the organizer of the event to change or vary the program in case this is required by unforeseen occurrences or events outside of the scope of influence of the organizer. In such cases, you are not entitled to demand a refund for or an exchange of the tickets. In case of a cancellation of the event for other reasons we are not liable for the reimbursement of the ticket price, unless we are at the same time also the organizer of the event. We will use our reasonable efforts that the organizer effects such reimbursement.

This also applies to streaming services.



11. RULES FOR ATTENDING EVENTS

By using a ticket, you accept the house rules of the respective event venue as well as the general terms and conditions of the organizer and its directives. You can be denied access to the event venue at any time against a refund of the price printed on the ticket. Stolen tickets or tickets that have been reported as lost can be invalidated in the discretion of the organizer of the event; in this case, the right to attend the event is deemed to have expired.

The holder of a ticket is only entitled to a seat as well as the holder may be entitled to access the VIP area, depending on the ticket category. The organizer expressly reserves the right to provide different seats than the seats printed on the tickets.

Holders of tickets expressly acknowledge and agree that audio and video recordings may be taken of them as part of the audience.

12. TRANSFER OF TICKETS AND COMMERCIAL USE

Tickets can be transferred free of charge at any time, unless the tickets are personalized (i.e., show the name of the person entitled to attend the event). In such cases, a transfer is only permitted with the prior written consent of the organizer of the event. If you want to transfer personalized tickets to a third party, you have to notify us about the third party's data via e-mail (office@beachmajors.com), as such transfer requires the ticket to be re-issued. We will pass on such request together with the disclosed information to the organizer of the event (unless we are also the organizer) and will inform you whether such transfer was authorized. Enquiries for the transfer of personalized tickets can only be processed until 12 hours before the opening of the event.

A commercial re-sale of tickets is prohibited. By submitting your order, you confirm that you will not use the purchased ticket for advertisement, marketing or other commercial purposes and that you will not re-sell the ticket in front of the access area of the event venue.

We reserve the right to reject your ticket order in case there is a reasonable suspicion that you cooperate with a ticket agent or black market dealer, that you utilize automated programs for ticket orders or that you have ordered tickets in a number higher than the permitted number of tickets per person.

In case you violate any of the aforementioned provisions, we explicitly reserve the right (in our own name as well in the name of the organizer of the event) to withdraw from any and all contracts concluded with you. Any such violations can therefore lead to the loss of the right to attend the respective event. The aforementioned right to withdraw can also be exercised by the organizer implicitly, e.g. by refusing access to the event.

13. WARRANTY

In case of defects of the delivered products the statutory rights of the buyer in the case of defects are applicable.

14. LIABILITY

We are not liable for any damages caused by minor negligence. To the extent permitted by law, we will furthermore only be liable for foreseeable damages typical for similar contracts.

The aforementioned limitations of our liability do not apply for claims under the Product Liability Act as well as for injuries to life, body and health.

Any personal liability of officers, agents and employees of BM is excluded.

15. APPLICABLE LAW / VENUE

These GTC and any contracts concluded based thereon are governed by Austrian law, under exclusion of conflict of law provisions and the UN Convention on the Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).



The exclusive venue shall be the Inner City of Vienna; in case of cross-border contracts, BM reserves the right to address any other competent court. This does not apply for contracts with consumers from EU Member States; for those, the exclusive venue is the court competent for the domicile of the consumer.

16. MISCELLANEOUS

Should all or individual provisions of these GTC be or become ineffective or invalid in whole or in part, the effectiveness of the remaining provisions of these GTC shall not be affected.

These GTC are available in English and German. In case of any divergence between the two versions, the German version of these GTC shall prevail.

Version: February 2020