

# GENERAL TERMS AND CONDITIONS

and information regarding Data Protection

of

**AUSTRIA SKI VERANSTALTUNGSGESELLSCHAFT m.b.H.**

Registration number (FN) 130850 b

Olympiastraße 10

6020 Innsbruck

for Alpine World Cup events as well as Freeski and Snowboard events in Austria  
("ASVG" a company of the Ski Austria Group)

and

of

**Austria Ski Nordic Veranstaltungsgesellschaft m.b.H.**

Registration number (FN) 169762 a

Olympiastraße 10

6020 Innsbruck

for Nordic World Cup events in Austria  
("ASN" a company of the Ski Austria Group)

and

of

**Austria SKI WM und Großveranstaltungs-ges.m.b.H.**

Registration number (FN) 169765 f

Olympiastraße 10

6020 Innsbruck

for major Alpine, Freeski and Snowboard events (such as World Championships) in Austria  
("ASWM" a company of the Ski Austria Group, together with ASVG and ASN referred to as the  
"Ski Austria Organizers" or each the "Organizer")

[www.skiaustria.at](http://www.skiaustria.at) | [www.skiaustriaticket.at](http://www.skiaustriaticket.at)  
[info@skiaustria.at](mailto:info@skiaustria.at)

## PREAMBLE

- A. The Ski Austria Organizers are (indirect) subsidiaries of the Austrian Ski Association, registration number (ZVR): 589297270, with its headquarters in Innsbruck and business address at Olympiastraße 10, 6020 Innsbruck ("ÖSV" or "Ski Austria").
- B. The Ski Austria Organizers organize the respective World Cup events and major events (such as World Championships) of the relevant international federation (such as FIS, IBU, ISMF) in Austria on behalf of Ski Austria. The Ski Austria Organizer acting as the organizer for the respective event is the contractual partner vis-à-vis the end customer (the event categories of the respective Ski Austria Organizer have already been stated above). Therefore, the following General Terms and Conditions (the "GTC") apply to each event organized by a Ski Austria Organizer.

## 1. General

- 1.1. As already mentioned in the preamble, which forms an integral part of these GTC, these GTC govern events in Austria organized by a Ski Austria Organizer. These GTC have last been updated as of July 2023.
- 1.2. The purchase of a ticket (regardless of whether it is a single ticket, combination ticket, etc.) is exclusively subject to these GTC. Any general terms and conditions of the visitor are not recognized by the organizer unless the organizer has expressly agreed to their validity.
- 1.3. The Purchaser (referred to as "**Purchaser**", "**Visitor**", "**Customer**", "**Spectator**", or similar in these GTC) declares to have obtained information about the time, duration, location, nature, and program of the Event, as well as youth protection regulations, etc., in particular from the websites and communications of the organizer (website: [www.skiaustria.at](http://www.skiaustria.at) | [www.skiaustria-ticket.at](http://www.skiaustria-ticket.at), as well as any linked information) before having purchased the ticket, and that the event is suitable for the visitor's purposes. If the ticket is purchased for another visitor, the Purchaser undertakes to ensure that the ticket holder and visitor are aware of and comply with these GTC and the Venue Rules (see below in Section 3) and follow the instructions of the organizer's staff. By using the ticket, the Visitor confirms their knowledge of these GTC and the Venue Rules and their applicability.
- 1.4. "**Event**" is the competition and all other activities according to the ticket category scheduled for the ticket's day of validity.
- 1.5. Changes, additions, and ancillary agreements to these GTC, as well as any assurances of any kind, require written form to be effective. This also applies to an agreement to deviate from this formal requirement. Should individual provisions be wholly or partially invalid, the validity of the remaining provisions shall not be affected. In such a case, a new provision shall be made that corresponds to or comes closest to the economic purpose of the invalid provision.

## 2. Conditions for the Purchase of Tickets

- 2.1. By purchasing a ticket, the Visitor accepts the following conditions:
  - (a) Immediately upon receipt of the ticket, the Visitor must verify its accuracy (particularly about the event, date, ticket quantity, and price). Complaints regarding incorrect tickets will only be considered if they are made in writing (e.g., via email) and within 3 (three) working days as of receipt of the ticket (e.g., possibility to print a ticket at home based on a online booking (also referred to as "**print at home**" or "**Print@Home tickets**") or as of the transmission of a digital or mobile ticket.
  - (b) At every Event, the "principle of first admission" applies. Therefore, in case the same ticket is presented, the one presented first is considered valid. Following from that, Visitors with print-at-home tickets and mobile tickets, in particular, are requested not to make their tickets accessible to others and to keep them safe to prevent misuse by third parties. The ticket must be kept throughout the entire stay at the event venue and must be presented to the event organizer's staff upon request.
  - (c) If tickets are acquired in the form of print-at-home tickets, the Visitor must ensure that they are printed in a manner that allows verification of the barcode or QR code at the entrance control.
  - (d) With regard to mobile tickets, the Organizer recommends bringing a printed copy of the ticket as well. In case of data loss within the visitor's sphere (e.g., deletion or loss of the

mobile phone), the Organizer cannot be held liable.

- (e) The Visitor is not granted a right of withdrawal. Therefore, it is not possible to return ticket. Consumers are expressly advised that even in case the ticket is purchased through distance selling measures or outside of business premises (e.g., in an online shop or via email), no right of withdrawal is granted (as it concerns a service related to leisure activities (Section 18 (1) No. 10 Austrian Distance and Off-Premises Contracts Act (*FAGG*)).
- (f) No replacements will be provided in case of ticket loss.
- (g) Alterations and copies of tickets are prohibited. Altered original tickets lose their validity. The ticket is invalid without the designated validation. The ticket loses its validity if the spectator leaves the event venue during the event unless the organizer has provided a procedure for re-entry to the event venue with the same ticket (e.g., scanning the ticket again, marking with a stamp, etc.).
- (h) Alterations and copies of tickets are prohibited. Altered original tickets lose their validity. Without the designated validation, the ticket is invalid. The ticket loses its validity if the Visitor leaves the event venue during the Event unless the Organizer has provided a procedure for re-entry to the event venue with the same ticket (e.g., scanning the ticket again, marking with a stamp, etc.).
- (i) In case there are special regulations for COVID-19 in place at the time of the respective Event, the Visitor agrees to strictly adhere to the measures prescribed by law, authorities, and/or the Organizer to prevent the spread of COVID-19. This may include providing proof of low epidemiological risk ("G-rule"), wearing a FFP2 respiratory mask without an exhalation valve, maintaining specific safety distances, or other safety measures. The Organizer will announce the necessary safety measures for the specific event in a timely manner through the website [www.skiaustria.at](http://www.skiaustria.at) | [www.skiaustriaticket.at](http://www.skiaustriaticket.at), as well as any linked information and, if possible, through direct communication with the Visitor. Violations of the prescribed safety measures will result in denial of entry or expulsion from the event premises without any ticket refund and may also lead to administrative or legal action.

The Visitor acknowledges that, due to the COVID-19 pandemic, the Event may be subject to last-minute cancellations or may be conducted without spectators or with a limited number of spectators. In all such cases, the Organizer will cancel the contract and refund the ticket price to the Visitor. In the event of a limited number of spectators, tickets will be re-offered to visitors in the approved quantity determined by the authorities. This is done for organizational reasons to ensure compliance with the permitted distribution of visitors on the event premises. The Organizer will communicate all changes regarding the event to the Visitor through the website [www.skiaustria.at](http://www.skiaustria.at) | [www.skiaustriaticket.at](http://www.skiaustriaticket.at), mass media, and, if possible, through direct communication channels.

- (j) If a Visitor is entitled to a refund of the ticket price, they must exercise this right within a period of one year from the date of the event at the place where they purchased the ticket (in case the ticket has been purchased via the Ski Austria Ticket Shop, the Customer shall submit an e-mail to [info@skiaustria.at](mailto:info@skiaustria.at)). The refund will cover the ticket price only and will not include any pre-sale or system fees charged by the distributor partners of the Organizer. If the cancellation of the event or the exclusion or limitation of the number of spectators is not within the control of the Organizer (particularly due to prescribed measures to prevent COVID-19, weather conditions that prevent the safe conduct of a sports event, force majeure, terrorist warnings, etc.), the Visitor shall not be entitled to any additional compensation beyond the ticket price.

- (k) The resale of the admission ticket for profit or with the intention of profit (including through auctions or lotteries) is prohibited. Any person who resells an admission ticket for profit or with the intention of profit agrees, based on these GTC, to reimburse the purchaser of the admission ticket for the profit obtained from the sale. The purchaser of the admission ticket may independently assert this claim based on these GTC (third-party beneficiary contract).
- (l) The sale of more than 10 (ten) admission tickets to one person is subject to the separate approval of the Organizer.
- (m) Events or admission tickets to events may not be used, shared, or offered for purposes of advertising, promotion, as a bonus, promotional gift, or as part of a competition, especially on social media platforms such as Facebook or Instagram, without the explicit written consent of the Organizer.

2.2. In the event of non-compliance with these provisions or the Venue Rules, as well as misuse of the admission ticket, the ticket will be revoked without compensation. In the case of revoked or invalid admission tickets, the Organizer is entitled to block the ticket and deny the respective ticket holder access to the Event or exclude them from the Event. Furthermore, the Organizer has the right to exclude the respective person from future ticket purchases.

### **3. Venue Rules of the Organizer**

3.1. By purchasing an admission ticket, the Visitor will adhere to the instructions of the Organizer and comply with the Venue Rules (accessible at [www.skiaustria.at](http://www.skiaustria.at) | [www.skiaustriaticket.at](http://www.skiaustriaticket.at) or through any linked information platforms and available within the framework of the respective Event). These provisions apply to every visit to an event. For safety reasons, the Visitor is obliged to familiarize with these rules. By using the admission ticket, the Visitor confirms their knowledge of the Venue Rules and their applicability.

3.2. In case a Visitor asks for access after the official admission times, the respective admission regulations for the respective Event will apply.

### **4. Audio and Visual Recordings**

4.1. The Visitor acknowledges that occasional audio, visual, and photographic recordings may be made during the Event and may be subsequently used (television and radio broadcasts, photos, videos, audio, etc.). If the Visitor is depicted or recorded on audio, visual, or photographic recordings approved by the Organizer for television, radio, internet, film, print media, etc., the Visitor agrees that these images or recordings may be stored, evaluated, and exploited by the Organizer and/or other authorized parties (e.g., television broadcasters) without compensation, without temporal or spatial restrictions, using any current or future technical means, provided that such use does not unduly violate the Visitor's personal interests. In this context, the Organizer is entitled to grant third parties rights to use the aforementioned recordings.

4.2. Visitors are prohibited from transmitting, in whole or in part, audio and/or visual material, descriptions, results, and/or statistics of the Event via the internet, radio, TV, or any other existing and/or future media technology, or from supporting others in carrying out such activities. Visitors are only permitted to make photo, film, video, or other audio/visual recordings of events for private use. Any commercial or commercial use of such recordings is strictly prohibited.

4.3. The Visitor of the Event will grant the Organizer the rights to use images or videos showing scenes of a sports competition as soon as the Organizer uses them commercially (e.g., monetized YouTube channel).

## 5. Volume

Visitors are specifically advised that the volume at the Event can be very high, posing a risk of hearing and health damage. Visitors are responsible for taking appropriate protective measures. This applies particularly to children, whose respective guardian is responsible for ensuring their protection, and to individuals with sensitive hearing.

## 6. Liability

- 6.1. Attendance at the Event is at the Visitor's own risk. The Organizer shall not be liable for any damages unless the Organizer intentionally or grossly negligently breaches contractual obligations. This limitation does not apply to personal injury. Any liability, if applicable, is limited to the compensation of foreseeable, contract-typical damages and does not include indirect damages. To the extent that the Organizer's liability is excluded or limited, this also applies to the personal liability of its employees, representatives, and agents.
- 6.2. Accidents, damages, and injuries must be reported to the Organizer immediately.

## 7. Data Protection Information

### 7.1. Ticketing:

- 7.1.1. Admission tickets for events organized by Ski Austria Organizers can typically be purchased via the Ski Austria Ticket Shop at [www.skiaustria.at](http://www.skiaustria.at) (the "**Ski Austria Ticket Shop**") or from Ski Austria's distribution partners.
- 7.1.2. If tickets are purchased via the Ski Austria Ticket Shop, academic title, name, date of birth, contact information (such as email address, phone number, address) will be collected during the creation of a user account and the ordering of tickets, provided that this data is provided accordingly. More detailed information regarding the protection of such personal data can be found at [www.skiaustria.at/de/datenschutz](http://www.skiaustria.at/de/datenschutz). This personal data is primarily processed for the purpose of performing contractual obligations and the transmission of the tickets ordered by the Visitor. In addition, this personal data is partially used to communicate with the Visitor regarding the respective user account and the services provided by the Ski Austria Organizers, as well as to inform the Visitor about upcoming events and events that may be of interest to them. In particular, the Visitor's email address is also required for the transmission of notifications regarding the event's implementation, any restrictions on the number of visitors, and/or prescribed safety measures to prevent the spread of COVID-19.

This personal data is collected in accordance with Art. 6 (1) lit. (b) of the General Data Protection Regulation (GDPR) as it is necessary for the fulfilment of the contract between the Organizer and the Visitor resulting from the purchase of the tickets, and the Organizer also has a legitimate interest pursuant to Art. 6 (1) lit. (f) GDPR. If the respective personal data is not provided, the tickets cannot be provided for the Visitor. The data will be saved until the legal basis ceases to exist, but no longer than the expiration of statutory retention periods. In the case of postal transmission of the tickets to a delivery service, the name and address will be disclosed.

The Purchaser can pay by credit card (VISA, MasterCard, American Express), SEPA direct debit, PayPal, or giro pay. The payment processing for VISA and MasterCard is carried out by CTS EVENTIM Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, Netherlands.

Data transmission in credit card transactions using 3D Secure: Due to legal requirements (implementation of the Payment Services Directive "PSD2") and/or for the protection against fraudulent use of credit card data, the so-called 3D Secure process may be used. In this process, browser data, credit card data, address data (billing address, email address), as

well as the transaction amount with currency are transmitted to the card-issuing institution through the credit card organizations. The card-issuing institution uses this data to determine the risk of fraud in the transaction; depending on the amount and the result of the credit institution's verification, an additional approval of the credit card transaction, for example, via TAN or app, may be required.

- 7.1.3. Outside of the Ski Austria Ticket Shop, the so-called Hobex payment system may be used for the billing of ticket purchases, for example, at the ticket counter (*Tageskassa*). In this case, when paying by debit card or credit card, the name, address, email address, telephone number, and payment details (IBAN, BIC, card number, card verification number, expiration date, reference number, payment amount) will be transmitted exclusively to hobex AG, located at Josef-Brandstätter-Straße 2b, 5020 Salzburg ("**Hobex**"), for the purpose of processing the payment. No further processing of this data will take place. The data transmission is carried out to fulfil contractual obligations (Art. 6 (1) lit. (b) GDPR) as well as to fulfil legal obligations (Art. 6 (1) lit. (c) GDPR). Without the transmission of this data, payment by debit card or credit card cannot be carried out. You can find the privacy policy of Hobex under: [https://www.hobex.at/fileadmin/user\\_upload/user\\_upload/Datenschutzerklaerung\\_fuer\\_Zahler.pdf](https://www.hobex.at/fileadmin/user_upload/user_upload/Datenschutzerklaerung_fuer_Zahler.pdf). Payment transactions via common payment methods (MasterCard/Visa) are exclusively conducted through an encrypted SSL or TLS connection.
- 7.1.4. If the Visitor purchases tickets through a ticketing partner of the Organizer, they will be separately informed by the ticketing partner about the processing of their data during the ordering process, if this ticketing partner follows procedures that deviate from these GTC.

## 7.2. Data processing due to the COVID-19 pandemic:

- 7.2.1. Due to the COVID-19 pandemic, the Organizer may need to take special measures to protect the health of the visitors (e.g., a COVID-19 prevention concept).
- 7.2.2. Depending on the current legal situation during the Event, the Organizer may be required, for example, to collect or check personal data (such as first and last name, phone number, email address if available) of visitors for contact tracing purposes or to assess whether visitors pose a low epidemiological risk ("G-rule"). The Organizer will only process such data in accordance with the provisions of the GDPR, and the legal basis for such data processing arises from the fulfilment of a legal obligation pursuant to Art. 6 (1) lit. (c) GDPR in conjunction with the relevant legal basis based on COVID-19 legislation in force at the time. If provided for by current legislation, all visitors will be checked for the appropriate proof at the entrances.

## 7.3. Audio and Visual Recordings:

The Visitor acknowledges that audio and visual recordings, as per Section 9 of the Austrian Data Protection Act (*öDSG*), will be made for journalistic purposes at the events, which may subsequently be exploited (television and radio broadcasts, photos, videos, audios, etc.). If the Visitor is recorded or photographed during or in connection with the event in approved images, sound, or photos for television, radio, internet, film, print media, etc., they agree that these images or recordings may be stored, evaluated, and exploited for commercial purposes without compensation, without temporal or spatial limitations, using any current or future technical methods by the Organizer and/or other authorized parties (e.g., television broadcasters), provided that the use does not unduly violate the personal interests of the Visitor.

## 7.4. Video surveillance:

The Visitor acknowledges that for the purpose of the safety of all individuals and the enforcement of laws or violations of the Venue Rules, the Organizer may conduct video surveillance of the spectator areas throughout the event venue. The permissibility is based on Section 12 para. 3 item 2 Austrian Data Protection Act (*öDSG*), as the video recordings are necessary

for the preventive protection of persons or property in publicly accessible areas subject to the organizer's right of access. Automatic deletion of the recordings occurs after 72 hours unless they are needed for specific reasons for the realization of protection and evidence preservation purposes or for disclosure to competent authorities, courts, or security agencies.

#### 7.5. Rights of the data subject:

- 7.5.1. The Visitor has the right to request information at any time about the personal data processed by the Organizer (Art. 15 GDPR). If the captured data is incorrect or becomes outdated, the Visitor can request the rectification of the data (Art. 16 DSGVO). Subject to legal requirements, the Visitor also has the right to erasure (Art. 17 DSGVO), restriction of processing (Art. 18 f DSGVO), and data portability (Art. 20 DSGVO).

The official version of the GDPR can be found for reference at the following link:

<https://eur-lex.europa.eu/eli/reg/2016/679/oj>.

- 7.5.2. For inquiries regarding data processing, visitors can contact the following email address: [datenschutz@skiaustria.at](mailto:datenschutz@skiaustria.at)

- 7.5.3. If a Visitor believes that the Organizer violates legal provisions regarding the processing of their personal data, they are free to lodge a complaint with the Austrian Data Protection Authority or with the national supervisory authority of their country of residence.

### 8. **Miscellaneous**

In case of differences between the German and the English version of these GTC, the German version shall prevail. The German version is available under <https://www.skiaustria.at/de/agbs>.

### 9. **Jurisdiction, applicable law**

- 9.1. The exclusive place of jurisdiction for business customers is the competent court in Innsbruck. Consumers within the meaning of the Consumer Protection Act have the statutory options for choosing the place of jurisdiction. The law of the Republic of Austria shall apply, excluding all bilateral and/or multilateral agreements relating to the sale of movable property, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG), as well as the conflict-of-law rules of the International Private Law Act (IPRG) and Rome I.
- 9.2. If the Visitor is a consumer, the Consumer Dispute Settlement Office ([www.verbraucherschlichtung.or.at](http://www.verbraucherschlichtung.or.at)) acts as the out-of-court dispute resolution body for consumer matters. In case of disputes, the Visitor can contact this dispute resolution body. The Purchaser (consumer) acknowledges that the Organizer is not obliged to involve or submit to this institution for dispute resolution and that the Organizer will decide whether to agree to an out-of-court dispute resolution procedure or not in the event of a dispute.