

General Terms and Conditions of 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 LIFE+ (hereinafter referred to as “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 and all side events organized by 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. LIFE+ makes offers for the purchase of tickets, Gallery tickets, Festival Hall VIP tickets and/or LIFE+ Solidarity Gala tickets 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, Gallery ticket, Festival Hall VIP ticket and/or LIFE+ Solidarity Gala ticket undertakes to comply with these General Terms and Conditions already when submitting a purchase request or when accepting a purchase offer for ticket(s), Gallery Ticket(s), Festival Hall VIP ticket(s) and LIFE+ Solidarity Gala ticket(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 Gallery areas or VIP areas is not included.

In any circumstance, an attendance to the Life Ball in jeans and t-shirts or other forms of leisure wear is prohibited.

III. Reduced-priced Tickets

In addition to regular tickets, LIFE+ reserves the right to sell reduced-priced tickets like Style Tickets or Late Night Tickets. 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 the mark-up for a regular ticket on the spot and in cash. 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 wear, from the previously determined dress code from LIFE+ published on the website 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 Gallery or VIP areas is not allowed. The decision about whether the dress code is met is subject to the discretion of the staff of LIFE+ at the entrance to the Event.

In any circumstance, an attendance to the Life Ball in jeans and t-shirts or other forms of leisure wear is 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 right to the purchase of one or more ticket(s). LIFE+ expressly reserves the right to fully or partially reject any kind of purchase request whatsoever. Claims for reimbursement of expenses that an interested 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 LIFE+ is entered into upon the partial or full acceptance of the respective purchase offer made by 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 LIFE+ must express his or her interest by registering on the designated website; such registration requires the disclosure of his or her first and second names or company name, mailing address, e-mail address and telephone number.

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 the Life Ball to the selected interested parties, under these General Terms and Conditions. This offer is made through a “reservation code” sent to the e-mail address specified by the requesting party.

The offer made by LIFE+ can only be accepted by entering the “reservation code” in the dedicated interface provided by Ö-TICKET.com within a period of time specified by LIFE+. This term of acceptance is disclosed to the selected party together with the “reservation code”. If the offer made by LIFE+ is not accepted as described above and within the specified term of acceptance, the offer shall no longer be binding for 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 LIFE+; a “reservation code” cannot be re-sold to a third party. In case of violation of the re-sale ban, the original purchaser of a “reservation code” undertakes to pay a contract penalty of EUR 1,500, which will in its entirety be donated to charitable institutions supported by LIFE+. LIFE+ furthermore reserves the right to exclude both the re-seller and the purchaser from participating in the Event, which does not constitute a claim of compensation for the re-seller or the purchaser against 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 Ö-TICKET.com. For advanced bookings, interested parties are able to purchase a maximum of 10 tickets per request.

VI. Special Ticket Sales

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. 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 right to the acquisition of one or more ticket(s). Any recourse to courts of law is excluded.

Within the framework of special sales, 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 "reservation 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 "reservation 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 Ö-TICKET or by 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 of 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, LIFE+ reserves the right to cancel the contract and sell the respective ticket(s) otherwise. This in no way affects further claims for compensation of 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. Gallery-Tickets, Festival Hall VIP-Tickets und LIFE+ Solidarity Gala Tickets

In the event of a Gallery Ticket booking(s), the following is included:

- Regular entry ticket to the event under the conditions of point II, with the exception of the second paragraph, second sentence.
- Access to the VIP stands on City Hall Square during the opening show, with alcoholic and non-alcoholic drinks as long as stocks last.
- At the ball: Access to and a seat at a table in the Gallery of the ballroom. Catering of food, alcoholic and non-alcoholic drinks as long as stocks last.

In the event of a Festival Hall VIP Ticket booking(s), the following is included:

- Regular entry ticket to the event under the conditions of point II, with the exception of the second paragraph, second sentence.
- Access to the VIP stands on City Hall Square during the opening show, with alcoholic and non-alcoholic drinks as long as stocks last.
- At the ball: Access to and a seat at a table in the Festival Hall. Catering of alcoholic and non-alcoholic drinks as long as stocks last.

In the event of a LIFE+ Solidarity Gala Ticket booking(s), the following is included:

- Regular entry ticket to the event under the conditions of point II, with the exception of the second paragraph, second sentence.
- A seat at the table of the gala dinner in the ballroom of the Vienna City Hall prior to the opening ceremony, with catering of food, alcoholic and non-alcoholic drinks as long as stocks last.
- Entrance via the red carpet and access to the VIP stands on City Hall Square during the opening show, with alcoholic and non-alcoholic drinks as long as stocks last.
- At the ball: Access to the VIP area "Nord-Buffer". Catering of food, alcoholic and non-alcoholic drinks as long as stocks last.

There is no legal right to the allocation of a table or table seat. 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 LIFE+, whereby a legally binding contract regarding the allocation of a Gallery ticket, Festival Hall VIP ticket, LIFE+ Solidarity Gala ticket 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 lottery.

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 Gallery Tickets, Festival Hall VIP Tickets and/or LIFE+ Solidarity Gala Tickets

The charge for Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) is directly settled with LIFE+. The purchaser of a Gallery ticket, Festival Hall VIP ticket and LIFE+ Solidarity Gala ticket 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, LIFE+ will send the respective ticket(s) to the purchaser by postal mail after confirmation, unless otherwise requested and agreed upon by both parties.

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

X. Resale Ban

The net proceeds of the Event are used solely for charitable institutions. The sale of tickets, Gallery tickets, Festival Hall VIP tickets and LIFE+ Solidarity Gala tickets does therefore not aim to generate profits, but to further and support charitable goals. The purchaser of one or more ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) expressly acknowledges this purpose and will thus not re-sell ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) for a compensation exceeding the relevant price category of the ticket. 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 LIFE+. A court-ordered reduction of this penalty will not be accepted. LIFE+ furthermore reserves the right to exclude the purchaser of ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) resold in this way from participation in the Event at any time, which does not constitute a claim to compensation for the reseller or the purchaser.

Furthermore, the purchaser is obliged to completely refrain from advertisement and PR activities (lottery, sweepstake drawings, or the like) in conjunction with Life Ball tickets or VIP tickets.

XI. Changes

The main purpose of the Event and the foundation of the purchase of ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) are to make contributions to the charitable institutions supported by LIFE+. The program of the Event is announced without commitment and is not considered the foundation of the purchase of the ticket(s). LIFE+ reserves the right to change the order of the program, time and venue of the Event as well as to remove items from the program completely and 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 LIFE+.

Changes to and/or removal of items from the program do not constitute a right to withdraw from the contract and return ticket(s) and/or cancel Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s). Claims for reimbursement of (parts of) a ticket, Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) charges will not be accepted.

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. 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, Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) 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 entire Event is canceled, the full amount of payments made for tickets, Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) 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, Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) purchased will remain valid. Tickets cannot be returned and Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) cannot be canceled. Changes will be announced on the website www.lifeball.org. Purchasers of ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) agree to check this website shortly before the Event for possible changes.

If the Event is terminated ahead of schedule, payments made for tickets, Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) will only be refunded if the Event is terminated before 10.30 p.m. local time on the day of the Event. If the Event is terminated between 10.30 p.m. and midnight local time, 20 % of the ticket price is refunded.

XIV. Disclaimer

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 LIFE+. LIFE+ cannot be held liable for property – including cash or electronic money – lost or stolen during the Event. Lost login information to electronic accounts, including those related to the cashless payment system of the Life Ball, can be neither restored nor provided or communicated.

XV. Rules for the Event

Purchasers of ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s), as well as participants of the Event expressly declare to respect the Rules for the Event laid out by LIFE+, likewise the Rules of the Event Location. These rules are available at www.lifeball.org.

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, Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) will not be accepted in such a case. In case of a permissible transfer of ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(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)/ Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s)/parts thereof to third parties if they expressly and irrevocably declare to respect the General Terms and Conditions.

XVI. Data Protection

The LIFE+ association processes the personal data provided by interested parties in the course of registration (in particular first and last name or company, delivery address, e-mail and telephone number) for the purposes of organising and carrying out the event, in particular for ticket sales. The data are stored in accordance with statutory retention and limitation periods. The data will not be passed on to third parties.

With the separate consent of the interested parties or purchasers or if the LIFE+ association has a legitimate interest, the personal data can also be processed for its own advertising and marketing purposes, such as sending event information and information about the LIFE+ association by post or e-mail. The consent can be revoked at any time. Furthermore, natural persons have the right to object at any time to processing for direct marketing purposes in accordance with the applicable data protection provisions. Respective inquiries can be directed to the contact address given below.

XVII. Visual and Audio Recordings

The participant ("participant") is aware that there will be photo or video recordings on and around the Life Ball ("LB") and that the participant could be shown on photos and/or videos. By participating at LB, the participant declares in this context to waive his right to his own image without compensation and grants the LIFE+ association - Verein zur direkten Unterstützung von HIV-Positiven und an AIDS erkrankten Menschen including its affiliated companies ("LIFE+") as well as the broadcasting and recording TV and radio stations and the present photographers ("other third parties") irrevocably and without compensation the exclusive and regarding space and time unlimited right to use (distribution, reproduction, rental and lending, rights to broadcast, to lecture, perform and present, to make available within the meaning of Sections 14 to 18a UrhG) including types of use not yet known and the exclusive right to edit these photos and/or videos. Within the framework of the comprehensive right of use, LIFE+ and other third parties are in particular also entitled to use the photos and/or videos in and outside of Austria advertising purposes of their own as well as for advertising purposes of any kind of selected cooperation partners of LIFE+ (such as the City of Vienna, Vienna Tourism). In the event of agreed use by LIFE+, the participant shall have no further claims against LIFE+, other third parties or the selected cooperation partners and shall indemnify and hold LIFE+ harmless against any claims of third parties in this context. The participant's declaration in this context also applies to his or her heirs and other legal successors

XVIII. Error, Frustration of Contract, Lesion Beyond Moiety

Appeals against the contract concerning the purchase of ticket(s) Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(s) on the grounds of error, frustration of contract or a lesion beyond moiety will not be accepted. A party purchasing ticket(s), Gallery ticket(s) Festival Hall VIP ticket(s) and/or LIFE+ Solidarity Gala ticket(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 United Nations 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.

NOTICE: For reasons of the legibility the male form was chosen in the text, the information refers nevertheless to members of all genders.

Subject to changes.