



## TERMS AND CONDITIONS OF SALE of FC Red Bull Salzburg GmbH, Stadionstrasse 2/3, A-5071 Wals bei Salzburg

### I. Scope

The services and goods provided by FC Red Bull Salzburg GmbH (hereinafter referred to as "Club") are provided exclusively on the basis of these Terms and Conditions. Any customer's terms and conditions to the contrary or deviating from these Terms and Conditions shall not be accepted by the Club, unless expressly approved by the same. Actions in fulfillment of contract on the part of the Club shall not be deemed to constitute consent to any terms and conditions of contract deviating from these Terms and Conditions. These Terms and Conditions of Sale shall apply both for the sale of single tickets, i.e. tickets valid for one match each, and combinations of such single tickets, as well as for season tickets (jointly referred to as "Tickets"). These Terms and Conditions also apply as a framework agreement for all further legal transactions between the parties.

### II. Closing of Contract

Tickets may be purchased directly onsite, or through our official ticket agents or in the online ticketshop. If the customer places an order with the Club through the online ticket-shop, the customer shall be bound by such order for fourteen (14) days, as of receipt of the order. If a season Ticket is ordered in the online ticket-shop, a valid offer by the customer shall require a ticket order to be received via the Internet, as well as the additional submission of a fully completed and signed season ticket contract, which must be received by the Club within two (2) weeks from receipt of the Internet order. If the season ticket contract is not received by the Club within the specified deadline, the customer's order shall be deemed cancelled. For a valid contract placement by long-distance sales (online ticket-shop), the customer's offer of contract shall require an explicit order confirmation by the Club. Any confirmation of contents of a customer's order generated automatically by the ordering system shall in no case be deemed as an order confirmation. Electronically sent Tickets, which can be printed at home („print@home“), shall be equal to a confirmation of order. Retrospective cancellation or rescission from the contract shall not be possible in any case. If the requested price category is no longer available, the customer shall be notified thereof and informed of possible alternatives. The Club reserves the right to give season ticket holders priority in the allocation of Tickets.

### III. Period of Validity • Automatic Extension of Season Tickets

Single Tickets shall be valid respectively for the match specified on the Ticket. The Ticket shall be valid in the event of a change or postponed date; any exchange or return shall be ruled out. Season Tickets shall be valid for the relevant season for which they were acquired. The period of validity shall start respectively on 01.07. and end on 30.06. of the next year. The season ticket contract shall respectively be extended automatically for the next season and the season ticket holder shall automatically receive a new season Ticket for the succeeding season, unless the contractual relationship is terminated by either party in writing, without the need to state a cause, until 15.05. of the relevant year. This termination must be made in writing and include the customer's name, address, customer number (ID) and seat number, to be effective. Any termination by the customer must be addressed exclusively to the following address: FC Red Bull Salzburg GmbH, Ticketing & Service Center, Oberst-Lepperding-Strasse 19/2, A-5071 Wals bei Salzburg. Alternatively, the termination may be sent via e-mail to: [tickets@redbullsalzburg.at](mailto:tickets@redbullsalzburg.at).

### IV. Right of Rescission

The right of rescission pursuant to § 11 FAGG (Remote and External Business Act) shall be ruled out for the acquisition of Tickets, as the services by the Club are leisure-time services within the meaning of § 18 (1) Z 10 FAGG.

### V. Access to Red Bull Arena

Access to the stadium is only permitted with a valid Ticket. The Ticket shall be kept for the entire stay in the stadium and has to be presented at any time upon request of staff (eg security staff). The Ticket loses its validity when leaving the stadium.

### VI. Prices and Services

All prices quoted by us are inclusive of duties and taxes. Subject to any deviating regulations, any shipping costs and other expenses, cash-on-delivery charges, import or export duties, etc. shall always be payable by the customer. The Club reserves the right to changes of prices, dates and availability of the services specified on the website. The prices for season Tickets are valid for the applicable season only. The cost for the season Ticket is based in the first year on the season ticket contract, prices for the following year shall be communicated in a timely manner via our annual season ticket holder newsletter ("Subscription Letter") which will be circulated during spring, well in advance of the next season. With the annual subscription letter, the customer has the opportunity to submit change requests, such as e.g. category changes or seat changes. These shall become effective once the change requests are confirmed by the Club in writing or complied with by the delivery of a relevant season Ticket. It is the Clubs privilege, also during the season, to change the season ticket holders' seat within the same or a comparable category; the customer is not entitled to any specific seat. In case of changes to the prices or services offered, in comparison to the previous season, the same termination rights as in clause shall apply.

### VII. Terms of Payment

All orders, in particular single and season Tickets as well as season Tickets for the first season, shall be paid for by the customer immediately using the instruments of payment provided by the Club. Payments by the customer shall be deemed to be made only after receipt of the funds on Club's account. In the event of any delay in payment by the customer, the customer will be charged default interest in the statutory amount. Any dunning fees and bank charges will be charged to the customer. The price of season Tickets for subsequent seasons is due in the first week of June. Payments for online bookings made with VISA and/or Master-Card are handled via CTS Eventim Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, The Netherlands.

### VIII. Handover to Customer

Tickets acquired by the customer onsite shall generally be handed over immediately. Tickets ordered by long-distance sales and confirmed by the Club until one week before the date of the match or one week before the first day of matches of the season in the case of season Tickets shall be sent to the address specified. Season Tickets of the next season shall be sent to the delivery address of the customer address, as specified in the season ticket contract. The forwarding agency shall be selected by the Club, the costs as well as the risk of shipment shall be borne by the customer.

### IX. Passing on of Tickets

In order to prevent violent behaviour and criminal activities in connection with the visit of the event, to enforce stadium bans, to intercept the resale of Tickets at inflated prices and to separate the supporters of the competing teams during a football match, it is in the interest of the Club to restrict the passing on of Tickets. As a result, the customer shall not be permitted:

- to offer the Tickets publicly through internet auctions (e.g. eBay, Amazon, Viagogo, Willhaben, Stubhub) or other internet market places as well as on the radio, in the press or other media as well as in any other manner, as long as a possibility exists that a price in excess of the Club's selling price is achieved thereby,
- to pass on Tickets for football events, whether for a value or free of charge, to supporters of visiting clubs,
- to dispose Tickets for business or commercially, or to use these within the scope of seep-stakes and via travel or hospitality offers or publicly for advertising and marketing purposes, and
- to pass on Tickets for football events, whether for a cost or free of charge, to persons inflicted with a national stadium ban or a stadium ban limited to Red Bull Arena.

The Club reserves the right to deny the acquisition of Tickets to any persons violating the prohibitions specified above in the future and to cancel any existing Tickets without compensation, as well as to terminate the relevant contract with immediate effect for cause in the case of a season ticket contract, moreover to impose a stadium ban on these persons and/or take further steps under civil and/or criminal law. At the request of the Club, the customer shall be obliged to notify the Club of the names, the dates of birth and the addresses of the persons to whom he has passed on the Tickets.

### X. Reduced Tickets and Tickets for Children

Children's prices apply for children aged 6 to 13 years of age. Children must present a valid photo ID. Children under the age of six enjoy free entry and do not require a ticket. The Teenscard is valid for youngsters aged 14 to 17 years, available only in the Fanzone Salzburg (north). Reduced Tickets apply to students, pensioners, persons attending national military or civil service and youngsters aged 14 to 17, as well as people with any sort of disability on presenting a valid photo ID. Any passing on of reduced Tickets shall be exclusively permissible to persons who also meet the requirements for the acquisition of a reduced Ticket. The Club reserves the right to enforce the rights pursuant to clause IX. in the case of any violation.

### XI. Damages

All claims of damages for minor negligence shall be omitted. The injured party must, except where consumer transactions are concerned, bear the burden of proof of minor or gross negligence. The provisions with reference to damages contained in these Conditions of Sale, or otherwise agreed, shall also apply if the claim for damages is made in addition to or instead of a warranty claim.

### XII. Approvals, Change of Address

The customer agrees that the data provided to the Club by the customer in the course of fulfillment of the contract may be saved and processed electronically. By entering the premises for an event each ticketholder agrees that his/her image and voice may be recorded and that such recordings may be used in any form or manner (including for commercial marketing purposes) in any kind of media (e.g. TV, internet, radio, print, DVD, CD-ROM or any other kind OF media, including any new media that be developed in the future) in perpetuity on a worldwide basis without limits in time or runs. The customer agrees that no hazardous objects, such as bottles, sharp or hard objects, may be brought along to events and that the staff of the Club will conduct searches for this purpose. The customer is obliged to notify the Club of any changes in his private or business address, as long as the contractual transaction has not been fulfilled by both parties. In the event of failure to notify, any notices shall be deemed as received even if sent to the address last communicated. Season ticket holders who submit a valid e-mail address agree to receive information or possible invoices via e-mail. If no e-mail address is available customer shall receive invoices via post.

### XIII. Stadium Regulations

The ticketholder and/or visitor of the Red Bull Arena agrees to be bound by the stadium rules and regulations.

### XIV. Information regarding Online Dispute Resolution according to Article 14 (1) EU Regulation no 524/2013 (ODR-Regulation)

From 15 February 2016 the European Commission offers a Platform for an alternative dispute resolution. Consumer are given the opportunity to settle disputes in connection with their online purchase out-of-court through an Online Dispute Resolution procedure. The Online Resolution platform can be accessed through the following external link: <http://ec-europa.eu/consumers/odr/>.

### XV. Escape Clause

Should any provision of these General Terms and Conditions be invalid, the remaining provisions shall remain unprejudiced thereby. The invalid provision shall be replaced by a valid provision that in its similarity covers the economic meaning and purpose of the invalid provision. The same shall apply to any omissions.

### XVI. Language

These General Terms and Conditions of Sales are available in German and in English. In the case of deviations between the two versions, the German version shall be decisive.

### XVII. Applicable Law, Jurisdiction

Austrian law without its conflict of laws principles shall apply. Application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The parties to the contract agree on jurisdiction of the Austrian courts. Unless a consumer transaction is concerned, the exclusive place of jurisdiction shall be the court of jurisdiction in rem for the city of Salzburg.

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PREMIUM PARTNER VON  
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