

## **GENERAL TERMS AND CONDITIONS – Vienna Medical Doctors' Ball (Wiener Ärzteball)**

### **1. Purpose**

The purpose of this website is to provide information about the Vienna Medical Doctors' Ball and to provide an online service for ordering admission tickets and reserving seats (hereinafter referred to as "**the Order**"). Any contract entered by and between the customer and the Vienna Medical Chamber (hereinafter referred to as "**the Organiser**") and all relationships resulting therefrom shall be subject to the following General Terms and Conditions as amended at the time of the customer's Order.

These General Terms and Conditions also apply to Orders placed at the Organiser's ball office (1010 Vienna, Weihburggasse 10-12, 1st floor), where a separate copy of these General Terms and Conditions are on display.

### **2. Terms of use and copyright**

The information provided by this website is carefully checked and updated regularly. However, we do not guarantee the accuracy, completeness or timeliness of the information provided and reserve the right to change or update information and to correct errors without prior notice. The right to changes, amendments and errors or mistakes is reserved. Access to and use of this website and any information it contains or links to are the sole responsibility of the user. This site may contain links to external sites and pages that are explicitly not part of this site. Responsibility for the content or content changes of any linked third-party websites is explicitly excluded. The use of any content from this website, in particular its duplication, distribution, broadcast and performance for commercial purposes is prohibited.

### **3. Data protection and privacy**

Personal data needed to deal with Orders or enquiries, such as name, telephone or email address, is used exclusively for the above-mentioned purposes; it is not shared with third parties and is not retained, but used solely for the purpose of handling individual transactions. Further information may be found in our Data Protection Statement (<https://www.aerzteball.at/datenschutz>).

### **4. Information on photographic and video recordings at the Vienna Medical Doctors' Ball**

Please note that photos will be taken by a photographer at the Vienna Medical Doctors' Ball. In order to report on our activities and provide a record of the ball, the photos will be published on our website at <https://www.aerzteball.at>, on social media and in the print media (such as doktorinwien). Additionally, the event will be video recorded and live streaming will be provided via the social media channels of the Vienna Medical Chamber. For further details, please visit <https://www.aerzteball.at/Datenschutz/Bildverarbeitung>. Information leaflets are also available from the box office.

Videos and film material will also be taken by various TV stations; those will be televised live and/or edited and compiled for later broadcasting. Responsibility as regards data protection for those records rests with the individual TV stations, but not with the Vienna Medical Chamber.

## **5. Ordering tickets**

Any Order placed via this website constitutes an offer to the Organiser to enter into a contract. This offer becomes binding when the Order is sent. Communication of acceptance of the offer is made by the Organiser in the form of an email confirmation. Upon receipt of this confirmation, the contract becomes legally effective.

If the Order is placed in the ball office, the contract is concluded concurrently when payment has been made and the tickets have been handed over or the reservation has been confirmed.

Customers have the option of selecting their seats within the chosen price category. If the desired price category is no longer available, however, the customer will be notified and informed of alternatives.

If it is necessary for logistical reasons, the Organiser reserves the right to re-book previously allocated table places in an equivalent or higher-value hall (without any additional charge to the customer).

By purchasing a ticket, the customer accepts the house rules valid at the venue (Hofburg Vienna).

## **6. Disclaimer**

If for technical, administrative or other reasons it is not possible to fulfil Orders that have been booked and paid for, the Organiser will refund the ticket price / reservation fee and any handling costs in full.

The Organiser is not obliged to inform the customer of any necessary cancellation, postponement or relocation of the event for whatever reason. Nevertheless, the Organiser will make every attempt to inform all buyers of the situation.

Under no circumstances will the Organiser be liable for travel, hotel, cancellation or similar costs in connection with the cancellation, postponement or relocation of the ball or with bookings that are no longer valid. If the ball is cancelled, customers can request a refund of the ticket price directly from the Organiser.

Liability for other material damage caused by slight negligence on the part of the Organiser is hereby expressly excluded.

## **7. Payment**

The following payment methods may be used for online Orders: Master Card, Visa, PayPal, EPS online bank transfer. The ball office accepts the following methods of payment only: Master Card, Visa and cash.

## **8. Card collection and delivery**

Unless otherwise stated, tickets that have been booked can be collected from the ball office of the Vienna Medical Chamber (Ärztchamber für Wien) in 1010 Vienna, Weihburggasse 10-12 during the opening hours stated on the website [www.aerzteball.at](http://www.aerzteball.at). Alternatively, tickets can be collected from the box office in the Vienna Hofburg from 8pm on the day of the ball. By prior arrangement, tickets can be sent to the address stated on the Order against a postage and handling fee of EUR 15. No liability will be accepted for tickets lost in the post.

## **9. All ticket sales are final: they cannot be exchanged or refunded**

The customer has no right to cancel an Order for an admission ticket or a seat reservation. According to Section 18(1)(10) of the Austrian Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG), the right to cancel an online order does not apply to contracts for leisure activities to be provided on a specific date.

Tickets will not be refunded other than for the reasons set out in clause 5. No compensation will be paid for tickets that have not been used or have only been partially used (due to late arrival, for example) or have been lost.

We expressly reserve the right to make changes to the programme or to the venue for organisational reasons; such changes do not, however, constitute grounds for a refund.

## **10. Prices**

The Organiser's ball office will reserve, book and make tickets available in advance. The selling prices stated on this website or by telephone are final consumer prices.

The Ärztekammer für Wien is an entity established under public law and not a business as defined by the Austrian Value Added Tax Act 1994 (Umsatzsteuergesetz, UStG); as such, it is exempt from value added tax in accordance with Section 6(1)(12) UStG. The amounts stated hereunder or otherwise published do not therefore include value added tax. There are no further costs.

## **11. Governing law / forum for disputes**

If any part of these Terms and Conditions is deemed invalid or unenforceable, this will not affect the validity and enforceability of any remaining provisions. The invalid or unenforceable provision will be replaced by a provision which comes as close as possible to these General Terms and Conditions and to the intent of the parties.

Any and all contractual relationships between the Organiser and the customer and any actions preceding and preparing those relationships shall be governed by Austrian law, to the exclusion of the principles of conflict of laws and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes shall be the court having local and subject-matter jurisdiction for 1010 Vienna. The place of payment and performance shall be Vienna.

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