

GENERAL TERMS AND CONDITIONS

PURPOSE

This website aims to provide information about the IAEA Staff Association Ball and enables online booking of entrance tickets and seat tickets.

INTRODUCING PROVISIONS

These General Terms and Conditions (hereinafter 'GTC') apply exclusively to purchasers of ball tickets (hereinafter 'Purchaser') purchased for the IAEA Staff Association Ball via the Internet service provided by Ticketselect GmbH (hereinafter 'Ticketselect').

When purchasing tickets for leisure events via Ticketselect GmbH, Schönbrunnerstraße 31/25, 1050 Vienna, Austria (hereinafter 'Ticketselect') and for all resulting relationships between Ticketselect and its customers. The sale of tickets for events is handled – on behalf and for the account of the event organizer – via the Internet service provided by Ticketselect. Ticketselect acts merely as an intermediary between the event organizer and the customer. The sales contract concluded via Ticketselect's online platform or Internet service is therefore always concluded directly between the ticket purchaser and the event organizer.

The customer's offer to conclude a contract shall only become effective and legally binding upon submission of all data required in the input mask. The customer is obliged to provide the required data correctly. Ticketselect accepts the contract offer on behalf of the organizer through confirmation in the purchase process and by sending an e-mail. At this point, the contract between the customer and the event organizer is legally valid. Ticketselect reserves the right to cancel orders and contracts at any time (unilateral right of withdrawal) if the customer violates or attempts to violate specific event-related conditions of the event organizer, the event venue or Ticketselect, which were explicitly pointed out during the pre-sale process. For example, in the event of a violation of ticket limitations, a violation of certificate conditions or resale bans. The unilateral declaration of withdrawal can also be made implicitly by crediting the amounts paid less any expenses incurred in the amount of 20% (twenty percent) of the purchase price.

With the purchase, the customer accepts the house rules in force at the venue. Persons who are not dressed according to the dress code specified by the venue or organizer may be denied entry to the event – without providing compensation.

Tickets can be paid for using the payment methods offered by Ticketselect during the purchase process. Each ticket becomes valid only upon full payment of the purchase price.

The tickets will be sent to the customer by e-mail. The tickets are sent at the risk of the customer. The ticket is considered an admission authorization, which must be presented as a printout in A4 format at the entrance to the venue. The customer is obligated to check the tickets for correctness and completeness (in particular event title, date and time, ticket price and number) immediately upon receipt and to notify Ticketselect of any complaints in writing via e-mail to support@ticketselect.io immediately, but no later than five working days after purchase. Incorrect deliveries may not be able to be corrected

in time before the start of the event in the event of a later complaint so that it is no longer possible to attend the desired events. Ticketselect assumes no liability for properly transmitted mailings. Claims for damages resulting from the non-delivery of tickets can, therefore not be accepted by Ticketselect. In case of loss of a ticket, no replacement can be provided. Tickets may not be misused, copied, or passed on. For access, the principle of first access applies (the ticket that is accepted first with its unique identification is the valid one. Subsequent tickets with identical access authorization – e.g., copied tickets – are automatically invalidated by the access of the first one. The customer may only make one print copy of each ticket. In addition, he is not entitled to make further printouts or to duplicate already printed tickets in order to gain unauthorized access to the event for himself or third parties or to enrich himself or third parties unlawfully. The customer must take all reasonable measures to prevent the reproduction or duplication of tickets by third parties. The organizer, the event house and Ticketselect reserve the right to demand compensation for any damages resulting from the reproduction or duplication (including financial losses and/or costs of legal defense or prosecution) from the ticket purchaser whose tickets were reproduced or duplicated without authorization due to his fault. The one-time usable ticket code on the tickets will be electronically validated by the venue using appropriate scanners. Tickets with an already invalidated code do not entitle the holder to access the event. Neither Ticketselect, the event house nor the event organizer shall be liable to the customer for damages resulting from the unauthorized duplication or misuse of a ticket, unless the damage was caused at least by gross negligence on the part of Ticketselect. The resale of tickets for commercial purposes is not permitted.

Ticketselect is merely an agent for the purchase of tickets and therefore does not provide the customer with any warranty for defective services of the organizer. Ticketselect's liability for any damages is excluded in the event of slight negligence on the part of Ticketselect. Ticketselect endeavors to keep the operation of its website and software free of malfunctions, errors and interruptions to the extent that this is technically possible according to reasonable standards. However, no liability is assumed for the possibility of ordering tickets via the website and software at any time. Ticketselect shall only be liable to the customer for damages resulting from malfunctions, errors and interruptions if Ticketselect has caused them intentionally or through gross negligence.

CANCELLATION AND CHANGE OR CANCELLATION OF EVENT

It is expressly stated that the customer has no right of cancellation (unilateral right of withdrawal) for concluded ticket purchases. Pursuant to Section 5c (4) (1) and (2) KSchG in conjunction with Section 5f (7) KSchG, the customer has no right of withdrawal in the case of contracts for services in the area of leisure activities if the organizer has undertaken to provide the services at a specific time or within a precisely specified period when the contract is concluded. Thus, there is no right of withdrawal for the purchase of tickets or services associated with participation in the event, such as seat reservations. Ticketselect acts merely as an agent for the ticket purchase contract and is therefore not liable for the refund of the purchase price in the event of postponements or cancellations of the event. However, Ticketselect will make every effort to ensure a swift reversal of the transaction with the event organizer.

POSTPONEMENT OF THE EVENT

Minimal postponements in terms of time or place as well as other changes to the content of the event do not entitle the holder to a ticket return, provided they are minor, reasonable and objectively justified. In any case, the tickets remain valid. In contrast, serious postponements or changes to the event entitle the customer to a refund of the purchase price from the organizer. A delay of more than 24 hours is to be considered serious in any case. In such cases, tickets can be returned up to a maximum of 48 hours before the actual start of the event (admission time) by sending an e-mail to Ticketselect, in which case the full purchase price will be refunded.

If serious changes or postponements of the event are announced at short notice (within 14 days before the originally planned start of the event), the customer also has the option to return the tickets within a period of 7 days before the date of the newly planned event and to receive a full refund of the purchase price. If the customer does not request the reversal within the specified time due to serious changes or postponements of the event, his claims for reversal will expire permanently.

CANCELLATION OF AN EVENT

In the event of outright cancellation of an event, Ticketselect will endeavor to facilitate a prompt and satisfactory reversal of the ticket purchase for the customer. Tickets may be returned within a period of 28 days from the date of the originally scheduled event date, and the full purchase price will be refunded to the payment method used in the ticket purchase. If the customer does not request a reversal from Ticketselect due to an event cancellation within the specified period, the customer's claims for reversal will expire permanently.

REFERRAL TO THE ORGANIZER

If the refund of the purchase price by Ticketselect fails, the customer is required to contact the organizer directly for the purpose of reversal. Ticketselect, as a pure contract broker, additionally reserves the right to refer the customer to the event organizer, as its contractual partner, at any time with regard to the reversal of the transaction.

TERMS OF USE AND COPYRIGHT

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DATA PROTECTION AND PRIVACY

The personal data required for orders or inquiries, such as name, telephone or e-mail address, are collected, processed, stored, and used exclusively for the purposes mentioned above as well as for our accounting and internal market research and marketing purposes, but are neither passed on to third parties nor kept on record beyond the scope of the individual transaction except to fulfill legal requirements, for our advertising purposes and for processing payment transactions.

DATA SECURITY

The card orders take place under encrypted SSL - Mode (SecretSocketLayer - Mode). This means that the data is encrypted during transmission and cannot be read by third parties.

CREDIT CARDS

The following credit cards are accepted for payment: Visa and MasterCard.

TICKET PRICES

The Ball Office of the IAEA Staff Association Ball takes care of the reservation, booking, and provision of the tickets in advance. The sales prices indicated on the IAEA Staff Association Ball website or communicated by any means are final prices and include all fees. In addition, a handling fee will be charged per transaction.

CONCLUSIONS

Austrian law shall apply to the exclusion of the provisions on international private law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Should any provision in these terms and conditions be or become invalid, this shall not entail the invalidity of the entire contract. Invalid provisions shall be replaced by those legally permissible provisions which come closest to the economic purpose intended by the parties. The place of performance for the delivery of the tickets as well as for their payment is Vienna. The place of jurisdiction for entrepreneurs shall be the competent court in Vienna. Legal disputes with private customers or consumers shall be settled before their locally and factually competent court.

BALL ORGANIZING COMMITTEE

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