

GENERAL TERMS AND CONDITIONS

on the purchase of tickets or articles

General Information

By purchasing one or more ticket(s) ("**Ticket(s)**") for scheduled events organized and promoted by us or (merchandise-)articles and goods ("**Articles**"), you as customer ("**Customer**") enter into a contractual relation with us, Golf Enterprises GmbH (FN 640260 i), Rochusgasse 4, 5020 Salzburg, Austria (hereinafter referred to as "**GE**" or "**Organizer**") which is exclusively governed by these terms and conditions (the "**T&C**"), available under

<https://www.ticket-onlineshop.com/ols/austrianalpineopen/de/tageskarten/channel/shop/index/agb>.

Information on services of *GE* published in the internet or by any other means serve the purpose of a general information of customers only and are subject to modifications at *GE*'s sole discretion. Right of chances in prices, availability of products or dates of delivery are expressly reserved.

GE assumes any liability for online content and data on its website or elsewhere.

Gender Disclaimer: For the purpose of better reading a distinctive use of male or female terms or expressions is waived in favor of the generic masculinum. Words on one gender include both genders.

I. Scope

1. These *T&C* apply exclusively to the purchase and/or use of *Tickets* and *Articles* offered by *GE*.
2. For the purchase of *Tickets*, the general house rules at the event venue as well as the relevant hygiene and protection regulations of the *Organizer* apply next to the *T&C*. The *Customer* is obliged to inform himself on any such rules, check our Website and respective notices at the venue (entrance area).
3. Purchases via an online shop or forum of a third party provider, such as CTS EVENTIM Sports GmbH, are subject to the terms and conditions of such third party provider. *GE* does not bear any liability for damages or disadvantages suffered by the *Customer* from a third party online shop or forum, irrespective of the kind and legal nature.
4. The *T&C* are binding for all current and future business transactions between *Customer* and *GE*, even if no express reference is made to them. Provisions deviating from or supplementing these *T&C* shall only become part of the contract if they are expressly accepted and confirmed in writing by *GE*.
5. *Tickets* are valid for the particular event specified on the *ticket* only.

II. Subject of the Contract, Conclusion of Contract

1. These *T&C* govern the purchase agreements for *Tickets* and *Articles* offered by *GE*. *Tickets* and *Articles* are offered by *GE* via its webshop ("**Webshop**") under <<https://www.ticket-onlineshop.com/ols/austrianalpineopen/de/tageskarten/channel/shop/index>>, distribution points, on-site box offices (day and evening), fax, telephone, SMS, or WhatsApp. *Customers* may also purchase goods such as merchandise or other *items* (hereinafter referred to as "**items**") from the *Organizer*, subject to availability.
2. *Tickets* and *Articles* can be purchased on-site at the box office, via the *Organizer's* *ticket* hotline, or through the *Webshop*. Only personalized *tickets* issued by the *Organizer* are available for purchase. The provision of personal data (first and last name, address, and contact information) is mandatory. Identity checks on-site are permitted.
 - i. Purchase at the on-site box office: *Tickets* purchased directly at the box office are typically handed over to the *Customer* immediately. *Tickets* purchased remotely via the *Organizer's* *ticket* hotline are to be printed by the *Customer* as "print at home" *tickets* upon completion of the transaction or will be sent to the address provided by the *Customer*. The *Organizer* determines the shipping service provider; the *Customer* bears the shipping costs and risk.

- ii. Purchase via the ticket hotline: During a telephone inquiry, the *Organizer* provides the *Customer* with the following information through the same communication channel:
- Essential characteristics of the *tickets* or *items*;
 - Information about the *Organizer*, including address, telephone number, and email address;
 - Total price of the booking, including taxes and fees;
 - Existence of a withdrawal right;
 - Delivery method.

For agreements concluded via SMS or WhatsApp, the *Organizer* provides the *Customer* with the *T&C* or a link to the *T&C*, which forms part of this contract. For telephone contracts, the *Customer* is informed via audio recording about the applicable *T&C* and their availability on the *Organizer's* website, in addition to receiving the aforementioned information verbally.

Upon the *Customer's* confirmation of the contract terms, the *Customer* submits its offer. The *Organizer* may accept this offer via confirmation, thereby concluding the contract.

- iii. Contracts concluded on the Organizer's premises: In the case of direct agreements concluded at the *Organizer's* premises, the following information is provided to the *Customer* before contract conclusion:
- Essential characteristics of the products;
 - Name, address, telephone number, and email address of the *Organizer*;
 - Total price, including taxes and fees;
 - Payment terms.

The *Organizer* also informs the *Customer* that these *T&C* are part of the contract and provides them on a durable medium. The contract is concluded upon the *Customer's* verbal or written confirmation of the terms.

- iv. Purchase via the Webshop: Orders placed through the *Webshop* are concluded as follows:
- The *Customer* selects the desired *Tickets* or *Articles* from the *Webshop*.
 - Before concluding the purchase, the *Customer* has the opportunity to review and correct the order.
 - All orders become binding once the *Customer* clicks the "Order with liability to pay" button, thereby submitting their offer.
 - Upon receipt of his order, the *Customer* receives a separate, automated confirmation of receipt of his order by e-mail.
 - Such confirmation of receipt does not constitute acceptance of *GE's* offer.
 - The acceptance of the offer only takes place by a separate, written order confirmation, sending of the invoice or by actual delivery of the ordered *tickets* or *items*.

Online orders are generally processed via the booking system of CTS EVENTIM Sports GmbH, which is tasked with the administrative handling, including ticket dispatch. A valid purchase contract is concluded between the Customer and the Organizer upon lawful acquisition and dispatch of the tickets.

3. *Tickets* purchased remotely will only be held at the box office for collection upon the *Organizer's* explicit consent. Such *tickets* must be collected no later than one hour before the event; otherwise, they will be forfeited.
4. *GE* is entitled to cancel an order confirmed in accordance with Section II.3 (unilateral right of withdrawal) if the *Customer* violates specific conditions of *GE*, including these *T&C*, or attempts to circumvent such conditions (e.g., exceeding *ticket* quantity limits, resale prohibitions, or creating multiple user profiles). Cancellations or withdrawals may be declared implicitly by refunding amounts already paid.

5. By purchasing a *ticket*, the *Customer* confirms that they are fully informed about the venue, nature, time, program, duration, and any applicable youth protection regulations of the event. Furthermore, the *Customer* agrees to hold the *Organizer* harmless from any claims arising from these matters.
6. *Tickets* must be validated before entering the event area and exchanged for a valid entrance wristband. Access to the event is granted only with a validated *ticket* and a valid wristband. Lost *Tickets* or wristbands will not be replaced. Entry to the tournament grounds without a valid wristband is prohibited.
7. *Customers* are required to comply with all safety directives issued by authorities, particularly those under infection protection laws or related safety and hygiene protocols. Non-compliance may result in the exclusion of the *Customer* from an event.

III. Price Components, Payment Terms and Services

1. Ticket or purchase prices are as per the respective current price list of *GE*. Ticket categories shall be determined by the *Organizer* at its own discretion based on the current conditions at the event venue. The price for *tickets* purchased through the *Webshop* consists of the *ticket* price plus a customary online booking fee. The statutory value-added tax is included in the price.
2. In addition to the *ticket* price, shipping costs and/or an appropriate handling fee (e.g. advance booking fee, system fee) may be charged. These costs will be shown separately on the invoice.
3. The *Organizer* reserves the right to grant reduced admission to its events for children, schoolchildren, students, pensioners, civil and military servants, disabled persons, etc. Admission to events with reduced-price *ticket* is only possible upon presentation of appropriate identification or ID cards. The passing on of such discounted *tickets* is prohibited. No subsequent consideration of any discounts is possible for *tickets* already purchased.

Children who have not yet reached the age of eight (8) do not require their own *ticket* but do not have the right to a separate seat.

4. *Ticket* prices and any applicable shipping and handling fees shall be due for payment upon conclusion of the contract for the purchase of *tickets*.
5. All *Tickets* purchased from the *Organizer* or third parties for services provided by the *Organizer* must be paid by the *Customer* immediately using a payment method offered by the *Organizer*, whereby payments shall only be deemed to discharge the debt at the time of receipt in the *Organizer's* business account. *Tickets* purchased from the *Organizer* only become valid after full, debt-clearing payment of the total purchase price. In the event of payment default, the *Organizer* is entitled to charge the *Customer* default interest at the statutory rate. The *Customer* is responsible for covering any transaction costs, such as bank fees, commissions, etc.
6. Payment can be made via credit card (VISA, MasterCard, American Express).
7. Data transmission during credit card transactions using 3D-Secure: Due to legal requirements (implementation of the Payment Services Directive "PSD2") and/or to protect against fraudulent use of credit card data, the so-called 3D-Secure procedure may be used. In this process, browser data, credit card details, address information (billing address, email address), as well as the transaction amount in the respective currency, are transmitted via the credit card organizations to the card-issuing institution. This data is used by the card-issuing institution to assess the fraud risk of the transaction; depending on the amount and the result of the institution's assessment, additional approval of the credit card transaction (e.g. via TAN or app) may be required.
8. If *Tickets* or *Articles* are sent or handed over to the *Customer* before payment of the entire purchase price, regardless of the reason, the goods remain the property of the *Organizer* until the full and final payment of the purchase price. Unpaid or not fully paid *Tickets* are invalid and do not entitle the *Customer* to attend an event.

IV. Shipping of Tickets and Articles purchased in the Webshop, Complaints

1. *Tickets* and *Articles* purchased in the *Webshop* are generally handed over by sending a downloadable Print@Home or "mobile *ticket*" to an e-mail address provided by the *Customer* when placing the order. This electronic delivery of the online *tickets* is free of charge for the *Customer*.

The delivery of the season *tickets* ordered through the *Webshop* is made at the *Organizer's* office.

2. Unless the *Customer* selects the "*Electronic Ticket*" option during the ordering process, *Tickets* shall be sent to the *Customer* by post. A separate fee will be charged for this. The same applies to any season *tickets* that the *Customer* wishes to have sent by mail instead of picking them up at the *Organizer's* office.

If the *Customer* requests the production, packaging and delivery of a "hardcopy *ticket*" (thermal or laser printing on a *ticket* blank), which is otherwise only available at booking offices, instead of an *online ticket* during the purchase process, additional fees will be charged for this.

The amount of these additional fees to be charged depends on the number of *tickets* (weight of the shipment), the *ticket* category (one-way *ticket* or season *ticket*), the type of shipment (postal shipment, registered mail, parcel or express) and the requirement for transport insurance and may vary depending on the event. The fee is displayed in the shopping cart when these additional services are ordered. There are no other costs that are not shown.

3. Transport of *Tickets* and *Articles* shall always be at the expense and risk of the *Customer*. The *Organizer* assumes no liability for loss of or damage to *tickets* during shipping or for other damages in connection with the (also electronic) transmission of *tickets*, unless the *Organizer* has acted with gross negligence or intent. The selection of the shipping company is at the sole discretion of the *Organizer*.
4. The *Customer* shall check the *Tickets* and *Articles* for correctness after delivery or handover, in particular with regard to the number of *tickets* ordered and delivered, the purchase price, the desired date for attending the event, the seat number, the *ticket* category, the event as well as the venue.
5. To ensure an exchange of *Tickets*, where applicable, a complaint by the *Customer* stating the reason for the complaint must be made immediately - at the latest, however, within three (3) working days - after handover/delivery or receipt of the *Tickets* by email or in writing by post to the contact details of *GE* provided in Section XII of these *T&C* and the invoice receipt for the respective *Tickets* must be submitted along with such complaint. The date indicated on the invoice receipt, the postmark or the transmission protocol of the email shall be decisive for the observance of the complaint period.
6. Upon expiration of the complaint period, no claims against *GE* for a return or change of the *Tickets* and *Articles* can be made. In the event of a justified and timely complaint, *GE* will use its best endeavors to issue new *Tickets* to the *Customer* free of charge, provided that the *Tickets* and *Articles* requested by the *Customer* are still available.
7. *GE* assumes no liability or guarantee if the *Tickets* or *Articles* requested by the *Customer* are no longer available in the event of a complaint. If, however, *GE* is at fault for issuing or sending incorrect goods, it shall compensate the *Customer* either in the form of comparable goods or by reimbursing the purchase price. The *Customer* shall have no further claims against the *GE* in that respect.

V. Right of withdrawal

1. If the *Customer* is a consumer within the meaning of the Austrian Consumer Protection Act, the *Customer* has the right to withdraw from the contract within fourteen (14) days without giving any reason. The period begins on the day on which the *Customer* acquires possession of the *Ticket* or *Article*.
2. There is no right of withdrawal in the following cases:
 - There is no right of withdrawal when purchasing *tickets* and *items* for a specific event. For example, services provided in connection with leisure activities, provided that a specific time or period is contractually stipulated for the fulfillment of the contract by the entrepreneur, are excluded from the right of withdrawal in accordance with sect 18 para 1 lit 10 Distance Selling and Off-Premises Transactions Act ("Fernabsatz- und Auswärtsgeschäftegesetz"- "FAGG"). The consumer therefore has no right to withdraw from the mediated purchase contract for the *tickets*.
 - The *Customer* has no right of withdrawal if he/she redeems the value voucher within the withdrawal period and *GE* is authorized to provide the service prematurely on the basis

of an express request by the *Customer* and the *Customer* confirms the loss of the right of withdrawal upon complete performance of the contract.

- When purchasing *items*, the *Customer* has no right of withdrawal if (a) the *items* are manufactured according to *Customer* specifications or are clearly tailored to personal requirements; (b) the *items* are delivered sealed and are not suitable for return for reasons of hygiene if the seal has been removed; (c) it is a sound or video recording or computer software supplied in a sealed package, provided that the seal has been removed; (d) newspapers, periodicals or magazines with the exception of subscription contracts for the delivery of such *items*.

3. General conditions of the right of withdrawal

If the *Customer* has a right of withdrawal, the following provisions shall apply:

In order to exercise the right of withdrawal, the *Customer* must inform Golf Enterprises GmbH, Rochusgasse 4, 5020 Salzburg, Austria, media <media@golfenterprises.at>, of his decision to withdraw from the contract. The *Customer* may use the model withdrawal form below, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient for the *Customer* to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

4. Consequences of withdrawal:

In the event that the *Customer* effectively exercises an existing right of withdrawal, *GE* will refund all payments received, including any delivery costs, immediately and at the latest within fourteen (14) days from the day on which the notification of withdrawal of the purchase contract was received. For this repayment, *GE* shall use the same means of payment that the *Customer* used for the original transaction, unless expressly agreed otherwise with the *Customer*. Under no circumstances will the *Customer* be charged any fees for a refund.

In the event of a withdrawal, the *Customer* must return or hand over the *Tickets*, *Articles* or value vouchers to Golf Enterprises GmbH, Rochusgasse 4, 5020 Salzburg, Austria, within fourteen (14) days of the day on which they informed the *Organizer* of the withdrawal of this contract at the latest.

In any case, the *Customer* shall bear the costs of returning the *items* or value vouchers as a result of a withdrawal.

The deadline is met if the *Customer* sends off the *Tickets*, *Articles* or value vouchers before the expiry of the fourteen-day period.

5. *GE* may refuse repayment until it has received the *Tickets* or *Articles* or value vouchers back or until the *Customer* has provided proof that he has returned the *items* or value vouchers.
6. The *Customer* shall only be liable for any loss in value of the goods if it is not due to measures necessary to check the nature, properties and functioning of such goods.

Sample withdrawal form

The *Customer* can use the following form and send it to us if he wishes to withdraw the contract:

To Golf Enterprises GmbH,
Rochusgasse 4, 5020 Salzburg, Austria
email: <media@golfenterprises.at>

I/we (*) hereby withdraw the contract concluded by me/us (*) for the purchase of the following *items* (*)/the provision of the following service (*):

Ordered on (*)/received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only for notification on paper)

Date:_____

(*) Please delete as applicable.

VI. Return, loss and refund

1. Except in the case of a valid complaint (see section 4), the return or replacement of *Tickets* and *Articles* is excluded, as is the refund of the purchase price or the issue of replacement in the event of loss. If, in exceptional cases (illness, etc.), *tickets* are nevertheless taken back (goodwill on the part of the *Organizer*), the *ticket* will be replaced without exception in the form of vouchers in the same amount (no cash). Processing and shipping fees, which are retained by the *Organizer*, are excluded from the refund of a (pro rata) purchase price, these will be retained by the *Organizer*.
2. If an event is cancelled due to force majeure (rain, storm, etc.), the *Customer* shall not be entitled to a refund or subsequent price reduction. The return or exchange of purchased *tickets*, regardless of the reason, as well as any other claims for compensation against *GE* (e.g. for expenses, travel costs, accommodation costs, etc.) are excluded.

If less than thirty (30) minutes of play occurs on the day of the event due to weather conditions or other circumstances, which are beyond the control of *GE*, and the *Organizer* schedules an additional event day as a result, the purchased *Tickets* will remain valid. Upon presentation, they will be exchanged for replacement *Tickets* valid for the newly scheduled event or tournament day.

3. The actual event or match dates and start times of individual showcasts are determined by *GE* at its sole discretion. *Customers* are advised to stay informed about any changes to the schedule or relocation of the event through relevant media channels (such as the *Organizer's* website).

In case the event or tournament day is postponed, regardless of the reason for such postponement, the *tickets* remain valid in any case. This does not apply to such purchasers who did not purchase their *tickets* through the official sales offices. Other claims for compensation (such as expenses, travel costs, accommodation costs, etc.) against the *Organizer* are excluded.

4. The *Customer* assumes all risks and dangers arising in connection with attendance at the event. The *Customer* is responsible for *tickets* that are not used or (e.g. due to late arrival) only partially used, lost, misplaced or stolen and cannot request compensation for such *tickets*. For *tickets* already purchased, no subsequent consideration of any discounts is possible.
5. To prevent the resale of *Tickets*, the public offering and any transfer of *tickets* purchased from the *Organizer* to third parties are expressly prohibited (see Section IX).

VII. Access to the venue, House Rules

1. By purchasing a *ticket* and entering the event venue, the *Customer* agrees to comply with the house rules (austrianalpineopen.com) as well as any hygiene concept established by the *Organizer*, which will be communicated to the *Customer* while entering the event venue. Violations of these *T&C* and/or the house rules of the venue may lead to expulsion from the event venue without refund of the purchase price.
2. The instructions of the security and control staff as well as those of the executive must be followed.
3. The *Customer* agrees to a careful search and inspection and/or a temporary removal of prohibited *items* by the steward personnel present at the event venue. Prohibited items include (this list is not exhaustive): bottles, cans, alcoholic beverages, illegal drugs, posters, broadcast quality video and

motion cameras, recording devices, camera lenses greater than 300 mm focus length, umbrellas, fireworks and smoke bombs. Intoxicated persons or persons under the influence of drugs may be denied entry to the event site. Animals are also prohibited on the event venue.

4. The use of mobile devices is not permitted on the golf courses during play.
5. The *Customer* may not bring any political or advertising material onto the event venue. This also applies to provocative posters that may be seen by other persons during the event. Finally, the *Customer* is prohibited from selling marketing *items* at the event venue.
6. Denial of access: *Customers* failing to comply with behavioral conditions at an event, including those provided for in this *T&C* or who bring forbidden (see Section VII.3.) to the event area or who are intoxicated may, at any time be denied to access an even or be expelled from the event area.

The *Organizer* may refuse admission to the venue if the imprint on the *Tickets* (price, seat, barcode, serial numbers, etc.) is tampered with or damaged, unless the *Organizer* is responsible for such circumstance.

The *Organizer* further reserves the right to refuse the sale of *Tickets* for a certain period of time or, in serious cases, permanently to customers/visitors who disrupt the orderly course of an event or violate the respective house rules or instructions of the stewards.

For the purpose of tracing possible chains of infection, the recording and control of visitor data is mandatory. In the course of ordering a *Ticket* as well as when entering the event venue, personal data of the *Customer*, including the full name, will be recorded. In addition, the full names of a *Ticket* holder will be printed on the *Ticket(s)* in question.

The *Organizer* is entitled to deny *Customers* access to the event venue if they show symptoms of illness such as increased body temperature, cough in which case, the purchased *Tickets* will not be refunded by repayment of the ticket price.

VIII. Image and Sound Recordings

1. Sound, film, photo and video recordings are protected by copyright and remain the intellectual property of *GE*. The *Customer* does not acquire any rights of use or other exploitation rights of any kind. Any collection, distribution, forwarding or publication of such audio and film material as well as match results and other match-related statistics for commercial purposes is prohibited.
2. The *Customer* irrevocably agrees in respect of any present and future media that *GE* or third parties assigned by *GE* (media companies) are, free of charge, entitled to create, reproduce, broadcast or have broadcast image and/or sound recordings of his person, unless legitimate interests of the *Customer* indicate otherwise. Section 23 para 2 of the art copyright act as well as applicable laws and regulations on data protection remain unaffected.

The *Customer* hereby grants *GE*, its licensees, business and media partners the irrevocable and factually, temporally and locally unrestricted permission to use image and/or sound recordings of his/her person free of charge for the marketing of events of the *Organizer* and the reporting on such events (including the voice of the *Ticket* holder and his likeness). This refers to all purposes related to broadcasting and business purposes. The *Customer* does not need to be notified thereof and will not receive any compensation.

3. The stay at an event (the event venue) for the purpose of media coverage (television, radio, internet, print and/or photo) is only permitted with the consent of the *Organizer* and in the areas specially designated for media representatives. *Ticket* holders are therefore not permitted to record sound, photos, videos, descriptions or results of the match without the prior consent of the *Organizer*. In case of a violation, the *Organizer* and its employees are entitled to confiscate recording devices and cameras and to retain them for a fee until the end of the event. Films and recording materials of any kind on which parts of the event are recorded may be confiscated and kept by the *Organizer*. They will be returned to the owner if the latter has agreed to the prior deletion of the recording or photo.
4. No *Customer* may collect, distribute, transmit, publish or publicize intermediate results, scores or related statistical material and other data for commercial or gambling purposes. *Customers* are only allowed to stay at the event venue with the permission of the *Organizer*. *Customers* are furthermore prohibited from taking sound, photographs, videos of the respective event for business purposes

without the prior written consent of the *Organizer*. Under no circumstances is the public distribution, making available, broadcasting and/or reproduction of sound, photo, film or video recordings of the event, in particular via the Internet or mobile phones or the support of other persons in such activities, permitted without permission of the *Organizer*. Devices or equipment that may be used for such activities may not be brought to the event location without the prior consent of the *Organizer*.

IX. Use and Resale of Tickets, Contractual Penalty

1. *Tickets* may not be used by the *Customer* for the purpose of advertising, promotions or other commercial purposes, including in the context of sweepstakes, hospitality offers, or publicly for promotional and marketing purposes. Furthermore, any resale of *Tickets* is prohibited, especially via secondary *ticket* and auction platforms such as eBay, viagogo, StubHub, or others, unless authorized in writing by the *Organizer*. Upon request of the *Organizer*, the *Customer* is obliged to provide the names, birth dates, and addresses of any persons to whom they have transferred *tickets* purchased from the *Organizer*.
2. In the event of violations of the aforementioned prohibition of resale, the *Organizer* shall be entitled to block the *Tickets* in question – including electronically – and to deny the respective *Customer* or ticket holder access to the event and the event venue without compensation or to expel him/her from the event location and demand payment of the additional proceeds received by the reseller, unless it was an authorized transfer of *Tickets*. The *Organizer* is further entitled to refuse a future sale of *Tickets* to any person violating this provision and the *T&C*, issue a ban to access the event venue, transfer the data stored in this regard to other *Organizers*, and to demand payment of an appropriate contractual penalty for each case of culpable violation of the contractual prohibitions on resale, the actual amount of such penalty shall be at the *Organizer's* reasonable discretion and may be subject to review by the competent court. The number of *Tickets* offered, sold, passed on or used shall be decisive in determining the amount of a contractual penalty. In addition, the *Organizer* reserves the right, in particular in the case of commercial resale of *Tickets*, to report the incident in an appropriate manner, including by stating names, in order to prevent the future exploitation and use of *tickets* in violation of the contract. The *Organizer* expressly reserves the right to assert further legal claims.

X. Liability

1. The stay at the event venue is at the *Customer's* sole risk.
2. Except in cases of personal injury, claims for damages against *GE* are excluded in cases of slight negligence. Furthermore, *GE* is liable for personal and/or material damages – to the extent legally permissible – only up to the amount of insured risks. Claims arising from the culpable causing of damage to life, body, or health, under the Austrian Product Liability Act (Produkthaftungsgesetz), and for malicious fraud remain unaffected.
3. The data and information about events contained on the website of *GE*, in newsletters, and other advertisements serve as preliminary information for interested parties.
4. In the event of a loss of *Tickets* or *Articles* and/or *items* that are only available digitally (e.g., due to deletion or loss of the mobile phone) within the *Customer's* sphere, the *Organizer* assumes no liability. It is recommended to contact the mobile network provider directly in this case.
5. In the event of any other loss of a *ticket* (printed or digital) within the *Customer's* sphere, no replacement can be provided by the *Organizer*.
6. The provisions on damages contained in these *T&C* and otherwise agreed upon also apply when the claim for damages is made in addition to or instead of a warranty claim.

XI. Data protection

1. For the *Organizer*, compliance with the applicable data protection regulations is self-evident. Therefore, the *Organizer* collects, processes and uses personal data during the execution of a contract only within the framework of the legal provisions, including the General Data Protection Regulation (GDPR).

2. The privacy policy of Golf Enterprises GmbH, available online at <https://www.ticket-onlineshop.com/ols/austrianalpineopen/de/tageskarten/channel/shop/index/privacy>

In the course of purchasing a *Ticket* or *Article*, the *Customer* acknowledges and agrees to *GE*'s privacy policy.

3. **Contacting:** When contacting via *GE*'s website or by email, the provided data will be stored for six months to process the inquiry and in case of follow-up questions. This data will not be shared without the *Customer*'s consent.
4. **Data Storage:** Please note that for easier processing of the purchase and for later contract handling, the IP data of the subscriber will be stored via cookies, as well as the *Customer*'s name, address, and credit card number. For the purpose of concluding the contract and smooth contract execution, transmitted *Customer* data will also be stored by the *Organizer*.

Changes in residential and business addresses must be reported to *GE* if obligations from an existing legal relationship have not yet been fully fulfilled. If the notification is omitted, any communication from *GE* sent to the last known address of the *Customer* will be considered effectively delivered and valid.

Data will not be transferred to third parties, except for the transfer of credit card data to the processing banks/payment service providers for the purpose of collecting the purchase price, to the transport company/dispatch company engaged by us for delivering purchased goods, and to tax advisors for fulfilling tax obligations.

After the purchase process is canceled, the data stored by *GE* will be deleted. In the case of a contract conclusion, all data from the contractual relationship will be stored for the duration of the statutory tax retention period (7 years). (Personal) data such as name, address, purchased *items/tickets*, and purchase date will be stored for up to 10 years for product liability purposes.

Data processing is based on legal regulations.

5. **Cookies on the Website:** *GE*'s website uses "Cookies," which are small text files placed on your device via the browser. Cookies are used to make the offer more user-friendly. Some cookies remain stored on the *Customer*'s device until deleted. They allow *GE* to recognize the *Customer*'s browser when visiting the website again. If this is not desired, the browser can be set to notify the *Customer* about the use of cookies and to allow their use only in individual cases. Disabling cookies may limit the functionality of *GE*'s website.
6. **Web Analytics:** The *Organizer*'s website uses functions of the web analysis service Google Analytics. The provider is Google Inc., 1600 Amphitheatre Parkway Mountain View, CA 94043, USA. Cookies are used to analyze how the website is used by visitors. The resulting information is transferred to and stored on the provider's servers. *Customers* can prevent this by setting their browser to not accept cookies. The *Organizer* has concluded a corresponding contract for data processing with the provider.

The *Customer*'s IP address is recorded but immediately anonymized ("*IP masking*"). As a result, only a rough localization is possible.

Data processing is based on legal regulations.

GE's goal is, in accordance with the GDPR (legitimate interest), to legally improve its web presence and offerings on the website. Since the privacy of the *Customer* is highly valued, user data is pseudonymized.

Newsletter: *Customers* have the option to subscribe to *GE*'s newsletter via its website. A valid email address and the *Customer*'s consent to receive the newsletter are required. A confirmation email with a link to confirm the subscription will be sent upon registration for the newsletter.

For the purpose of targeted information provision, voluntarily provided information on interests, birthday, postal code, etc., will be collected and processed.

The newsletter subscription can be canceled at any time. Cancellations should be sent to the following email address: media@golfenterprises.at.

Customer data related to newsletter dispatch will then be deleted.

7. Rights of the Customer: *Customers* are generally entitled to the right to access, correct, delete, restrict, transfer, withdraw, object, and, if applicable, to file a complaint with the competent supervisory authority.

8. Data Processing for Advertising Purposes

According to § 7(3) of the Austrian Unfair Competition Act (UWG), the *Organizer* is entitled to use an email address provided by the *Customer* in connection with the purchase of *items* or services to inform them about similar *items* or services.

The *Customer* can object to the collection, processing, and use of their personal data for advertising purposes at any time. The *Organizer* informs the *Customer* of this right of objection with each advertising approach. If the *Customer* wishes to object to the promotional use of his data, it is sufficient to send a message to:

Golf Enterprises GmbH

Rochusgasse 4, 5020 Salzburg

Email: media@golfenterprises.at

9. Data processing in the event of health risks

In the event of an infectious disease with a high risk of infection and generally recognized pandemic potential (COVID-19 or a comparable infectious disease), the *Customer* must inform the *Organizer* of this and provide all necessary data for tracing the chain of infection.

For the purpose of tracing possible chains of infection in the context of a pandemic, the collection and control of visitor data is mandatory. When ordering a *ticket* and when entering the event site, the *Customer's* personal data, including their full name and contact details, including address and e-mail address (if available), are recorded.

XII. Contact

1. *Ticket* orders or inquiries regarding *ticket* sales through the online store or the *Organizer's* hotline can be made via the following contact options:

Golf Enterprises GmbH

Rochusgasse 4, 5020 Salzburg

Email: media@golfenterprises.at

2. *Ticket* orders or inquiries regarding *ticket* sales in advance booking offices can be made via the respective advance booking office.

XIII. Amendment of the Terms and Conditions

GE is entitled to amend these *T&C* at any time. These changes will be legally binding and effective once the new *T&C* are published on *GE's* website.

XIV. Final provisions

1. Austrian law applies, excluding conflict-of-law provisions (private international law) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes, controversies and/or claims arising out of or from the business relationship between *GE* and the *Customer*, exclusive jurisdiction of the court competent for the subject matter at *GE's* registered office in Salzburg is agreed.

2. *GE* is neither willing nor obligated to participate in dispute resolution procedures before a *Consumer* arbitration board.

3. The invalidity, in whole or in part, of individual clauses of these *T&C*, shall not affect the validity of the remaining clauses or the remaining parts of such clauses. An invalid provision shall be replaced by the parties with a provision that comes as close as possible to the economic purpose of the invalid provision and is effective. The same procedure shall be followed in the case of a missing contractual provision.

Golf Enterprises GmbH

Rochusgasse 4, A-5020 Salzburg

E-Mail: media@golfenterprises.at

UID: ATU81382068

Datenschutzbestimmungen:

<https://www.ticket-onlineshop.com/ols/austrianalpineopen/de/tageskarten/channel/shop/index/privacy>

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