



**Silvester in Kursalon Vienna**  
Sound of Vienna Konzertveranstaltungs GmbH  
Mahlerstraße 5/1/41, A-1010 Vienna  
+43 (0)1 512 57 90  
[sound@soundofvienna.at](mailto:sound@soundofvienna.at)

## Terms & Conditions

### Silvester in Kursalon Vienna

**1. Organizer:** The New Year's Eve Gala ("Silvestergala") in Kursalon Vienna is organized by the "Sound of Vienna Konzertveranstaltungs GmbH" ("We"). Regarding this, our company exclusively sells the tickets for this event. These Terms and Conditions regulate the details of the contractual relationship in connection with the purchase of tickets for this event on our website between you as buyer and us as seller.

You are informed about our company as follows:

#### **Sound of Vienna Konzertveranstaltungs GmbH**

Address: Mahlerstraße 5/1/41, A-1010 Vienna

Tel.: +43 (0)1 512 57 90

Fax: +43 (0)1 512 57 91

E-Mail: [sound@soundofvienna.at](mailto:sound@soundofvienna.at)

Registration number: 178663s

Registered at: Handelsgericht Wien (Vienna Commercial Court)

UID number: ATU 49793503

**2. Conclusion of Contract, Binding Effect:** Your order for the purchase of tickets to this event will only be considered as an offer for the conclusion of the contract. This offer is legally binding you as soon as you click the button [Order bindingly]. Your offer for the conclusion of the contract is accepted, if you receive an order confirmation to the e-mail address you entered during the order process. Within 48 hours of your order you either receive said order confirmation or you receive the notification that unfortunately there are no tickets available anymore. If you do not receive any notification within these 48 hours, please inform us at [office@silvester-kursalon.at](mailto:office@silvester-kursalon.at). If you do not receive a notification for a further 24 hours, you are entitled to withdraw from your order free of charge by sending an e-mail to our e-mail address mentioned above.

**3. Event; Minor Changes; Prices:** The details concerning the content and the provided services of the event „New Year's Eve Gala in Kursalon" as shown on our website, represent the actual content and provided services in the current state of planning at the time of the preparation of these documents. This state of planning is not binding. Minor changes or modifications due to operational requirements are permitted and shall not entitle you to terminate the contract or to enforce any claims as far as the modifications are not changing (especially deteriorating) fundamentally the character of the event compared to the announcement and are reasonable for you.



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The prices indicated on the order form of our website are total prices and include the statutory VAT. All prices are listed in EURO.

**4. Effectiveness of the Contract, Order Confirmation:** By us sending you the order confirmation (see above), your order gets binding and you are obligated to pay the charge for the ticket. A subsequent cancellation is not possible.

You have to check the order confirmation immediately after receipt. Obvious deviations from the order have to be claimed against us immediately (due to reasons of perpetuation of evidence, where possible, in writing (also: fax, e-mail)).

On presentation of this order confirmation you receive your final ticket at the box office of the "New Year's Eve Gala in Kursalon".

It is pointed out that the duplication of the order confirmation is strictly prohibited. In case of loss after delivery we shall not be liable for any compensation. The purchased tickets may not be resold without our consent.

If you have entered an e-mail address during the order process, the order confirmation is considered received when delivered to this e-mail address. You are responsible to adjust and/or check your spam filter (if used) or similar devices, so the confirmation can be delivered without hindrance.

A compensation for not used or only partially used tickets is not possible.

**5. Right of Withdrawal according to the Distance Selling Act (FAGG):** According to §18, Section 1 Z 10 FAGG ("Fern- und Auswärtsgeschäfte Gesetz"; Distance Selling Act), the right of cancellation and withdrawal does not apply to services, which are rendered in connection with recreational activities – provided a certain date or period for the performance of the contract is required by the contract – and therefore cannot be used in connection with this contract. Therefore **no such right of withdrawal exists for this contract** between you as buyer and us as seller.

**6. Appropriate Clothing; Proper Behavior:** Access to the event is only granted to persons who are dressed appropriately for the occasion (Gentlemen: dark suit, tuxedo, tailcoat; Ladies: evening dress). We are entitled to deny the access to the event to persons who are obviously drunk or behave improperly, or to prohibit the further participation of these persons in the event. In these cases you cannot claim the reimbursement of the ticket price.



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**7. Assignment of Seats:** Your seat at the “New Year’s Eve Gala in Kursalon” is assigned to you within the booked category by the personnel present at the event. There is no free choice of seats. If guests come as a couple or in a group, the personnel will try to assign adjacent seats, if possible.

**8. Liability:** We are liable for personal damage caused by us as well as for property damages in the event of any intentional or grossly negligent behavior on our part or by persons attributable to us. Our liability does not include damages that have been caused only in a slightly negligent way, unless we are at fault concerning our main contractual obligations. Should the event be cancelled, the ticket price will be reimbursed. However, we are not liable for further damages, especially we are not liable for any travel expenses, unless this cancellation was caused by intentional or grossly negligent behavior on our part or by persons attributable to us.

**9. Payment; Conditions for Payment by Credit Card:** Payment can be done by credit card (Visa, MasterCard, Diners Club, American Express) or via PayPal. All transactions are encoded according to the latest SSL 128-Bit standards. This protocol encrypts the order information, preventing third parties from reading the given data.

The actual payment processing is not handled by us, but by a specialized and licensed service provider (Wirecard Central Eastern Europe GmbH, Klagenfurt, Austria) in cooperation with the respective credit card company/PayPal. All data entered by the customer during the payment process (especially credit card data) are transmitted directly to this service provider or the respective credit card company. The Sound of Vienna Konzertveranstaltungs GmbH has no access to this data and therefore does not store any of it.

**10. Data Protection:** Personal data provided by you within the purchase process will be stored and electronically processed by us. The data will be processed according to the Austrian Data Protection Act (Datenschutzgesetz).

**11. Language of Contract:** The languages available for contract conclusion are German and English.

**12. Place of Contractual Fulfillment; Place of Jurisdiction; Governing Law; Legal Notice:** The contract shall be governed by Austrian law, excluding its international reference provisions and the UN Sales Convention. The place of contractual fulfillment is Vienna. The exclusive court of jurisdiction for all business relations with entrepreneurs according to the Austrian Consumer Protection Act (Konsumentenschutzgesetz) and for all business relations with consumers according to the Austrian Consumer Protection Act (Konsumentenschutzgesetz) who do not have a domicile or a habitual residence in



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one of the signatory states of the European Economic Area (EEA) or who have moved their domicile or their habitual residence to a state that is no signatory state of the EEA after the conclusion of contract, is the competent court of Vienna, Inner City.

If you are a consumer within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz) and if you have a domicile or a habitual residence in the European Union or a signatory state of the EEA, the court of jurisdiction is the competent court according to your place of domicile/habitual residence. Nevertheless you are entitled to sue us at the court mentioned above.

It is pointed out that a statutory warranty right exists concerning the bought tickets, according to §922 et sqq. of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch; ABGB).