

## **GENERAL TERMS AND CONDITIONS of FLAVE GmbH for ticket sales for the event ViennaUP'23 Let's talk startups from 30.05.-07.06.2023**

### **I. General**

ViennaUp'23 is an international start-up festival. The initiator, the Vienna Business Agency, offers its programme partners the opportunity to sell tickets on this platform for their own account. FLAVE GmbH itself is not the organiser of the event on offer. This ticket shop is only a service of FLAVE GmbH and serves the binding online booking of tickets with the respective programme partners for the above-mentioned event. The services in connection with the visit to the event are owed exclusively by the organiser or its programme partners to the ticket holders (= customers). The legal relationship between the organiser and the customer may be governed by the organiser's or the programme partner's own general terms and conditions. By ordering tickets, the customer authorises FLAVE GmbH to process the ticket purchase and dispatch by e-mail. Therefore, the customer enters into a contractual relationship with FLAVE GmbH with regard to the processing of the ticket purchase.

### **II. scope of application of the General Terms and Conditions**

The following General Terms and Conditions (abbreviated to "GTC") apply to all ticket sales concluded via this online booking platform (this includes both entrepreneurs and consumers within the meaning of § 1 para. 2 KSchG).

FLAVE GmbH draws the attention of customers to the validity of these GTC prior to the conclusion of the contract. Customers have the opportunity to inspect the applicable terms and conditions before concluding the contract and additionally declare their consent to the applicability of the GTC before sending the electronic order by ticking the checkbox provided for this purpose. Without the confirmation of the GTC, the ticket purchase is not concluded. Any terms and conditions of the customer shall not apply.

### **III. Ticket orders and payment /customer account**

The ticket offer represents a non-binding request by FLAVE GmbH on behalf of the respective programme partner to the customer to submit a binding offer for the service offered = ticket. Ticket pricing is the responsibility of the respective programme partner.

In order to be able to purchase a ticket, the customer(s) must have an account. The account itself does not oblige the customer to purchase tickets or to disclose payment modalities. The customer only places a binding order with FLAVE GmbH to arrange tickets for the events between the respective programme partner and the customer by explicitly ordering tickets via his/her account on the online booking platform.

FLAVE GmbH shall check the availability of the tickets and, if necessary, confirm the customer's order as soon as possible by sending a confirmation to the e-mail address provided by the customer. A contract for the purchase of a ticket is not concluded until this confirmation has been sent. Immediately after sending the confirmation, the ticket price will be debited via the FLAVE GmbH ticket shop in the name of the respective programme partner via the payment method chosen by the customer. It is agreed that the customer is obliged to pay in advance. Only then will the tickets be delivered (see point IV).

If it is not possible to provide reserved tickets for the customer for technical, organisational or other reasons, the customer will be refunded the full amount for the ticket(s) via the ticket shop. In this case, the customer has no claims of any kind whatsoever - except for the repayment obligation of the ticket price on the part of the programme partner via the ticket shop.

All ticket orders placed by customers are binding. A subsequent change or cancellation of the ticket order by the customer is not possible.

The payment process is handled via a payment interface to the "Stripe" service. For this purpose, the payment data (e.g. credit card data or SOFORT bank transfer) are passed on to Stripe in encrypted form via the ticket shop. In addition, the invoice data of the ticket purchaser will be transferred to Stripe for the purpose of assigning the payment, creating the invoice in the name and on behalf of the respective programme partner and for the possible processing of the refund of the purchase price (cancellation invoice).

The invoice will be sent to the customer by e-mail to the e-mail address provided by the customer.

#### **IV. Ticket delivery**

Tickets are delivered exclusively by e-mail as Print@Home-Ticket/E-Ticket to the e-mail address provided by the customer when placing the order.

When accessing an event, the Print@Home ticket or e-ticket that is used first with its unique identifier is the valid ticket (principle of first access). Subsequent tickets with the same identification are automatically invalidated by the access of the first ticket. These access regulations apply exclusively subject to gross negligence on the part of FLAVE GmbH and mandatory legal regulations.

FLAVE GmbH points out that the organiser has conditions of participation and house rules. Admission to the venue requires compliance with these conditions of participation. FLAVE GmbH therefore requests that ticket users familiarise themselves with the house rules and the conditions of participation before entering the venue. FLAVE GmbH accepts no liability for non-compliance and the associated refusal of admission by the organiser or the programme partner.

#### **V. Ticket prices**

The prices stated in the Ticket Shop include the statutory tax. Neither FLAVE as ticket shop operator nor the programme partners as ticket sellers charge the customer further system and/or service fees at the time of booking.

Should a delivery be made without prior payment, this shall be made under reservation of ownership or the respective programme partner reserves the right to transfer the claim resulting from the ticket(s). The delivered goods or tickets remain the property of the respective programme partner until full payment has been made. The assertion of the reservation of ownership shall only constitute a withdrawal if this is expressly declared.

## **VI. Date and/or programme changes and postponements as well as event cancellations**

FLAVE GmbH only acts as an agent for tickets between the customer and the organiser. Therefore, FLAVE GmbH shall not be liable for the refund of admission fees in the event of event cancellations, event changes as well as event postponements.

FLAVE GmbH also assumes no liability for travel, hotel or similar costs in connection with cancelled/postponed/relocated events.

The tickets delivered by FLAVE GmbH represent a right against the organiser to the provision of services. The organiser is, of course, solely responsible for the provision of the service.

## **VII. Ticket redemption/cancellation conditions**

Neither FLAVE GmbH nor its programme partners will provide compensation for tickets that are **not used or only** partially used (e.g. due to late arrivals) or for tickets that have been lost or misused in any way. The above provision shall apply exclusively subject to mandatory statutory provisions and shall be excluded in the event of intent or gross negligence on the part of FLAVE GmbH.

## **VIII. Disclaimer**

If, for technical, organisational or other reasons, it is not possible to obtain the tickets booked or pre-booked and already paid for by a customer, the customer will be refunded the corresponding ticket price without any deduction. Neither FLAVE GmbH nor the programme partners assume liability for expenses directly or indirectly related to the booking (which has become invalid) (e.g. no reimbursement of travel cancellation costs).

For damages resulting from culpable breach of contract in the operation of the ticket shop, FLAVE GmbH is only liable for intent or gross negligence in the case of its own fault or that of a vicarious agent. Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act. The existence of slight or gross negligence must be proven by the injured party, unless it is a consumer transaction.

In all other respects, the statutory warranty provisions shall apply. The assignment of these warranty claims by the customer is excluded.

FLAVE GmbH assumes no liability for actions, omissions or other conduct of event organisers, other customers, advertising partners and/or sponsors in connection with the services of FLAVE GmbH or the use of the ticket shop.

The information offered in the ticket shop is carefully checked and regularly updated. FLAVE GmbH is only liable for the completeness, topicality and correctness of the contents offered on this website in the case of intent or gross negligence. Changes and errors are reserved.

Access to and use of the website, as well as any information contained or referred to therein, is the sole responsibility of the user.

References to other Internet pages are characteristic elements of the WWW. However, the contents of linked pages are expressly not part of this website. Any warranty or liability for contents and changes in contents on linked pages is expressly excluded.

**IX. Data Protection.**

The general data protection declaration of the shop applies to the ticket shop, the current version of which is linked in the footer of the ticket shop. In addition, organisers may add their own data protection declarations, which apply to the respective event, via the ticket shop.

**X. Right of withdrawal for consumers**

Pursuant to § 18 para. 1 no. 10 of the Distance Selling and Off-premises Transactions Act (FAGG), however, a consumer does not have a statutory right of withdrawal in the case of contracts concluded at a distance or off-premises for services provided in connection with leisure activities, provided that in each case a specific time or period is contractually stipulated for the performance of the contract by the provider. This means that insofar as FLAVE GmbH offers services in connection with leisure activities, in particular tickets for events, there is no statutory right of withdrawal for customers. Each order for tickets carried out by a customer is therefore binding for the customer and obliges the customer to accept and pay for the tickets ordered. The provisions of the Organiser in Section VII/Ticket Withdrawal of these General Terms and Conditions shall apply to the withdrawal of tickets.

**XI. Miscellaneous**

The ticket shop of FLAVE GmbH is covered by the jurisdiction of the alternative dispute resolution bodies "Online-Streitbeilegung" (<https://webgate.ec.europa.eu/odr>) as well as "Internetombudsmann" ([www.ombudsmann.at](http://www.ombudsmann.at)) and "Schlichtung für Verbrauchergeschäfte" (<https://www.verbraucherschlichtung.at/>). The customer has the possibility on the aforementioned platforms as well as on the platform for online dispute resolution of the European Commission (<http://ec.europa.eu/consumers/odr/>) to make use of out-of-court dispute resolution by an impartial arbitration body. The e-mail address of FLAVE GmbH is: [info@flave.at](mailto:info@flave.at).

Insofar as the business partner is not a consumer within the meaning of 1 para. 2 KSchG, the parties agree that the court with subject-matter jurisdiction for Vienna shall be the place of jurisdiction for legal disputes arising from this contract.

Legal disputes between the customer and FLAVE GmbH shall be governed exclusively by Austrian law, unless the customer is a consumer as defined by the Consumer Protection Act (KSchG) and the consumer law provisions provide otherwise. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

Changes or additions to these General Terms and Conditions must be made in writing in order to be effective, subject to § 10 para. 3 KSchG. (Consumer Protection Law of Austria)

**Version of the GTC: 09.01.2023**

## Privacy Policy Ticketshop ViennaUP'23, operated by FLAVE GmbH

This Privacy Policy provides you with an overview of how we use the data provided by you in the course of ticket purchases. In addition, we inform you about possible marketing measures in connection with the creation of an account or a ticket purchase in accordance with the General Data Protection Regulation (hereinafter "GDPR").

Furthermore, we inform you about the precautions we take to protect your personal data and the rights and options you have to access your data and protect your privacy. In addition, you will find information in this data protection declaration about which personal data we collect from you, how we process this data and to which third parties we may pass on your data.

This data protection information applies to your visit to and use of this ticket shop for the ViennaUP'23, where you can create a customer account and purchase tickets, as well as to our marketing activities in this context. Other websites are not covered by this data protection information and provide their own specific data protection information.

The data controller within the meaning of the GDPR for the processing of your personal data are the respective programme partners of ViennaUP'23.

### Data Processor:

FLAVE GmbH

Olympiaplatz 2/1/Top 4

1020 Vienna

E-mail: [info@flave.at](mailto:info@flave.at)

With regard to the terms used, such as "processing" or "controller", we refer to the definitions in Art 4 GDPR.

### For what purposes and on what legal basis are your personal data processed?

Within the scope of your consent (Art 6 para 1 lit a GDPR):

We process your personal data based on your consent when registering for the customer account).

If you have given us consent to process your personal data, processing will only take place in accordance with the purposes and to the extent agreed in the declaration of consent. Consent given can be revoked at any time without giving reasons and with effect for the future.

**For the fulfilment of contractual obligations (Art 6 para 1 lit b GDPR):**

The processing of personal data is carried out for the fulfilment of contractual obligations (e.g. provision of our services, implementation of ticket sales, contacting in the event of complications in the context of payment processing, reversal, customer service, etc).

For the fulfilment of legal obligations (Art 6 para 1 lit c GDPR):

Processing of personal data may be necessary for the purpose of complying with various legal obligations in relation to contract management, accounting and invoicing.

**To protect the legitimate interests of the responsible party (Art 6 (1) (f) GDPR):**

Insofar as necessary, data processing beyond the actual fulfilment of the contract may take place within the framework of balancing interests in favour of FLAVE GmbH or a third party in order to protect the legitimate interests of us or third parties. In the following cases, such data processing takes place:

- Sending information on the upcoming event for which tickets have been purchased;
- Sending an email to evaluate the event attended (participation in the survey is voluntary);
- Sending information about similar events to those already attended;
- Sending a reminder of the order;
- Sending event dates of favourite artists;
- Marketing, analysis and advertising purposes;
- Measures to protect customers (and their employees) and company property;
- Measures to prevent and combat fraud;
- IT security;
- In the context of legal proceedings; and
- Investigating the existence of COVID-19 clusters and contacting data subjects.

**Who receives your personal data?**

The transfer of your personal data is carried out for the purpose of executing the contract with you on the basis of Art 6 para 1 lit b GDPR, on the basis of our legitimate interest in improving and advertising our products on the basis of Art 6 para 1 lit f GDPR, and, if you have given us your consent for the processing of your personal data, on the basis of your consent iSd Art 6 para 1 lit a GDPR.

The protection and confidentiality of your personal data is important to us. Therefore, we transmit your personal data only to the extent described below or in the context of a notification at the time of data collection. In addition, personal information that we collect about you will not be sold or otherwise disclosed by us.

### **Transfer to event organisers/programme partners**

If you purchase a ticket for this event, your contact details (name, address, email address) will be forwarded to the relevant programme partner of the event from whom you purchased tickets, as well as to the event organiser. This forwarding makes it possible to send you any information in connection with the event. Such information may range from a change of venue or start date of the event to a postponement or cancellation of the event. This processing is based on the legitimate interest of FLAVE GmbH as well as the respective programme partner and the event organiser in accordance with Art 6 para 1 lit f GDPR.

### **Transfer to sub-processors**

We share personal data on a limited basis with sub-processors who, for example, perform contract fulfilment, payment orders, account management, bookkeeping, invoicing, sending newsletters and IT services such as managing our platform and databases, providing tools for our products and services, marketing purposes and analytics for us. Processors may only use or disclose this data to the extent strictly necessary to perform services for us or to comply with legal requirements. These processors are contractually bound by us to ensure the confidentiality and security of the personal data they process on our behalf.

### **Our sub-processors:**

<b>Name:</b>	<b>Amazon Web Services EMEA SARL</b>
<b>Address:</b>	38 avenue John F. Kennedy, L-1855 Luxembourg
<b>Service(s):</b>	Backups, Cloud-Storage, Content Distribution
<b>Place of data processing:</b>	Luxembourg
<b>More information:</b>	<a href="https://aws.amazon.com/de/privacy/?nc1=f_pr">https://aws.amazon.com/de/privacy/?nc1=f_pr</a>

<b>Name:</b>	<b>Sendgrid/Twilio Irland Limited</b>
<b>Address:</b>	25-28 North Wall Quay, Dublin 1, Ireland
<b>Service(s):</b>	Emailversand / Spam-Tracking
<b>Place of data processing:</b>	Ireland

More information:	<a href="https://www.twilio.com/legal/privacy">https://www.twilio.com/legal/privacy</a> <a href="https://www.twilio.com/legal/privacy#sendgrid-services">https://www.twilio.com/legal/privacy#sendgrid-services</a> <a href="https://www.twilio.com/legal/data-protection-addendum">https://www.twilio.com/legal/data-protection-addendum</a>
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<b>Name:</b>	<b>Digital Ocean</b>
Address:	Zekeringstraat 17 A, 1014 BM Amsterdam, Netherlands
Service(s):	Cloudcomputing, Networking, Back-ups
Place of data processing:	Germany, Frankfurt
More information:	<a href="https://www.digitalocean.com/legal/privacy-policy/">https://www.digitalocean.com/legal/privacy-policy/</a>

<b>Name:</b>	<b>Ably Realtime Ltd</b>
Address:	Labs Triangle, Chalk Farm Rd. London, NW 1 8 AB
Service(s):	Push Notifications
Place of data processing:	United Kingdom
More information:	<a href="https://ably.com/privacy">https://ably.com/privacy</a>

Payment processing sub-processor:

<b>Name:</b>	<b>Stripe Payments Europe Ltd</b>
Address:	1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Irland
Service(s):	Payment processing via credit card and instant bank transfer.
Place of data processing:	Place of data processing In the countries where Stripe operates. Location reserved by Stripe in compliance with necessary data protection laws.
More information:	<a href="https://stripe.com/at/privacy-center/legal#data-transfers">https://stripe.com/at/privacy-center/legal#data-transfers</a> <a href="https://stripe.com/de/privacy">https://stripe.com/de/privacy</a>

### Transfer to authorities

There are also legal obligations that may require us to transfer your personal data to public authorities (such as health authorities) or courts to the extent necessary and permitted.

### Other transfers

We may also transfer personal data about you (i) if we are required to do so by law or legal process, (ii) if we believe disclosure is necessary to prevent harm or financial loss, or (iii) in connection with an

investigation of suspected or actual fraudulent or illegal activity, or (iv) to exercise or defend legal claims.

### **Will the data be transferred to a third country or international organisation?**

Where we process personal data in a third country (i.e. outside the European Union (EU) or the European Economic Area (EEA)) or do so in the context of using third party services or disclosing, or transferring personal data to third parties, we will only transfer personal data if this is done in order to fulfil our (pre-)contractual obligations, on the basis of your consent, based on a legal obligation or based on our legitimate interests. Subject to legal or contractual permissions, we only process or allow personal data to be processed in a third country if the special requirements of Art 44ff GDPR are met. This means that the processing and transfer is carried out, for example, on the basis of special guarantees, such as the officially recognised determination of a level of data protection corresponding to the EU or by observing officially recognised special contractual obligations (for example, by implementing so-called "standard contractual clauses").

### **How long is personal data stored and processed?**

We process your data for the duration of the entire business relationship (from the initiation to the processing to the termination of a contract) as well as beyond that in accordance with the statutory retention and documentation obligations. These result, for example, from:

- the Austrian Commercial Code (UGB); and
- the Federal Fiscal Code (BAO).

In addition, the statutory limitation periods, which can be up to 3 years in certain cases (the general limitation period is 30 years) according to the General Civil Code (ABGB), must be taken into account for the storage period.

### **What rights and choices do you have?**

#### **Right to information**

You have the right to request confirmation from us as to whether we are processing personal data about you.

If personal data relating to you is being processed, you as a data subject have the right to obtain from us, at any time, information about the personal data we hold relating to you and a copy of the personal data processed relating to you. In this context, as a data subject, you have the right to obtain information regarding the following:

- the purposes of processing;
- the categories of personal data processed;

- the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular in the case of recipients in third countries or international organisations;
- if possible, the planned duration for which the personal data will be stored or, if this is not possible, the criteria for determining this duration;
- the existence of a right to obtain the rectification or erasure of personal data concerning you or to obtain the restriction of processing by the controller or a right to object to such processing;
- the existence of a right of appeal to a supervisory authority;
- any available information on the origin of the data, if the personal data have not been collected directly from you; and
- where available, the existence of automated decision-making, including profiling, pursuant to Article 22(1) and (4) of the GDPR and, at least in these cases, meaningful information about the logic involved and the scope and intended effects of such processing for the data subject.

If personal data about you has been transferred to a third country or to an international organisation, you also have the right to obtain information about the appropriate safeguards in connection with the transfer.

### **Right to correction**

You have the right to request that inaccurate personal data concerning you be corrected. You also have the right to request that incomplete personal data be completed, including by means of a supplementary declaration, taking into account the purposes of the processing.

### **Right to erasure**

You have the right to request that the data controller erases the personal data concerning you without delay, provided that one of the following reasons applies and to the extent that further processing is not necessary:

- the personal data are no longer needed for the purposes for which they were collected;
- you withdraw your consent on which the processing was based and there is no other legal basis or overriding legitimate interest for the processing;
- the personal data have been processed unlawfully;
- erasure of the personal data is necessary for compliance with a legal obligation under Union or Member State law to which the controller is subject; or
- the personal data has been collected in relation to information society services offered pursuant to Art 8(1) GDPR.

### **Right to restriction of processing**

You have the right to request data controllers to restrict processing if one of the following conditions is met:

- the accuracy of the personal data is contested by you (the restriction shall be for a period enabling the controller to verify the accuracy of the personal data);
- the processing of your personal data has been carried out unlawfully, you object to the erasure of your personal data and request instead the restriction of the use of your personal data;
- the controller no longer needs your personal data for the purposes of processing, but you need it for the establishment, exercise or defence of legal claims; or
- You have objected to the processing of your personal data and it is not yet clear whether the controller's legitimate grounds override yours.

### **Right to data portability**

You have the right to receive the personal data relating to you that you have provided to us in a structured, commonly used and machine-readable format. You also have the right to request that this data be transferred directly from us to another person responsible - named by you - provided that this is technically feasible and no rights and freedoms of other persons are affected as a result. The prerequisite for data portability is always that the processing is based on your consent or is necessary for the fulfilment of a (pre-)contractual relationship and the processing is carried out with the help of automated procedures. The right to data portability does not apply to processing necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

### **Right to object**

You have the right to withdraw your consent to the processing of your personal data at any time.

If you have objected to the processing, we will no longer process your personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the purpose of asserting, exercising or defending legal claims.

### **Assertion of data subject rights**

If you wish to exercise one or more of the above rights, you can contact our data protection organisation (see above for contact details) at any time.

### **Which supervisory authority can you complain to?**

According to Art 77 GDPR, you have the right to file a complaint with the competent supervisory authority. In Austria, this is the data protection authority.

### **What types of personal data are processed?**

We process the following personal data, among others:

- Inventory data (e.g. names, title, gender, addresses, companies);
- Contact data (e.g. e-mail, telephone numbers);
- Order data (e.g. bank data for payment orders);
- Event data (e.g. name of the event, type of tickets, event-related special data);
- Communication data (e.g. IP address, browser version).

We would like to point out that we only process personal data insofar as this is necessary. In individual cases, we can therefore make do with less data than described above.

### **Contacting**

If you contact us (e.g. by contact form, e-mail, telephone or via social media), your details will be processed and stored in the course of processing the contact enquiry and handling it. We delete the contact enquiries and your personal data provided to us in the process if the storage of this data is no longer necessary.

### **How is my data protected?**

We take the protection of your personal data very seriously and implement appropriate technical and organisational measures to protect you against unauthorised or unlawful processing of your personal data and against accidental loss, destruction or damage.

## Cookies

### General information about cookies

Our website uses cookies. Cookies are small text files that are stored on a computer system via an Internet browser.

Cookies are used to optimise our website and our offers. Most of these are so-called "session cookies", which are deleted again after the end of your visit.

In some cases, however, these cookies provide information that enables us to recognise you automatically. Many cookies contain a so-called cookie ID for this purpose. A cookie ID is a unique identifier of the cookie. It consists of a string of characters by which Internet pages and servers can be assigned to the specific Internet browser in which the cookie was stored. This enables the visited Internet pages and servers to distinguish the individual browser of the data subject from other Internet browsers that contain other cookies. A specific internet browser can be recognised and identified via the unique cookie ID. However, a personal reference cannot be established via these cookies. Exceptions may exist for individual analysis tools, which are explained below. The use of cookies also makes it possible to provide more user-friendly services to the users of this website.

For example, the user of a website that uses cookies does not have to re-enter his or her access data each time he or she visits the website, because this is done by the website and the cookie stored on the user's computer system. Another example is the cookie of a shopping basket in an online shop. The online shop remembers the items that a customer has placed in the virtual shopping basket via a cookie.

The data subject can prevent the setting of cookies by our website at any time by means of an appropriate setting of the Internet browser used and thus permanently object to the setting of cookies. Furthermore, cookies that have already been set can be deleted at any time via the Internet browser or other software programmes. This is possible in all common Internet browsers. If the setting of cookies is deactivated in the Internet browser used, not all functions of our website may be fully usable.