

TERMS AND CONDITIONS (GTC)

of Nova Music Entertainment GmbH, Hintergasse 20, 7210 Mattersburg (the "**Organizer**")

1. By purchasing a ticket, the customer submits to the house rules, the information, prohibitions and safety instructions of the Organizer and the venue stated on the ticket as well as these terms and conditions. The admission regulations of the respective house rules also always apply. General terms and conditions of third parties shall not apply.
2. Every ticket order is binding and commits to accept and pay for the ordered tickets. Pursuant to Section 18 para 1 number 10 of the Austrian Distance Selling Act (*Fern- und Auswärtsgeschäfte-Gesetz* – FAGG) a right of withdrawal does not apply to services provided in connection with leisure activities. Therefore, customers do not have a right of withdrawal.
3. The purchase process on the online platform is divided into several steps (selection of the ticket, completion of the customer's personal data such as name and email address, confirmation email). The customer can correct input errors at any time and at the latest before the binding dispatch of the order by returning to the previous website by clicking the "back" button. There the entered data can be corrected. The buyer can cancel the purchase process at any time by closing the web browser. After placing the order, the buyer will receive an order confirmation by e-mail. This confirms the receipt of the buyer's order and serves as an invoice for the purchase. It contains all information about the order (including the ticket ordered, price). All prices are stated in Euro and include VAT and fees (unless expressly stated otherwise) but exclude any shipping costs.
4. The Organizer (or venue operator) reserves the right to make any changes to the line-up, program and dates of the event at any time, to the extent such changes are reasonable, minor and objectively justified. **Date changes due to COVID-19** (or other cases of force majeure) are considered reasonable, minor and objectively justified in any case if the new event date is no more than 18 months after the original event date. Tickets for postponed events remain valid in these cases and can be used for the new event date; in this case, no new tickets will be issued.
5. The customer shall not be entitled to a refund in case of such changes. Customers shall not have any claims against the Organizer, if one or more bands or artists are cancelled or only parts of the venue can be used (e.g. due to Force Majeure). In the event of a cancellation, postponement or change in program or cast (for example as a result of force majeure), which have not been caused by the Organizer's (or venue operator's) fault, or which is caused by the artist(s), customers shall not be entitled to any reimbursements of expenses of any kind (such as hotel, travel costs, shipping costs, processing fees, etc.). The Organizer will inform about cancellations, postponements, significant changes or repetitions of cancelled events via e-mail or online (e.g. on the website of the Organizer and/or the ticketing company and/or the venue operator).
6. "**Force Majeure**" within the meaning of these terms and conditions is any extraordinary event that is beyond the reasonable control of the Organizer, that has a direct impact on the event and makes the event impossible, impracticable or unsafe. This includes in particular, but not exclusively: threats from terrorism or war, public disasters, epidemics or pandemics, laws, regulations, notifications or decisions of a national, international or other competent authority, including national and international travel and / or entry restrictions and other restrictions and / or conditions that are likely to impair the profitability of the event (e.g. regulations on maintaining safety distances or restrictions on the number of visitors allowed). It is stated that the COVID-19 pandemic (or any other pandemic or epidemic) as well as any laws, regulations or notices of a public authority that have been issued in connection with such a pandemic or epidemic are considered to be a case of Force Majeure within the meaning of these terms and conditions regardless of whether this was foreseeable or not.
7. With the exception of a complete cancellation by the Organizer, it is not possible to return tickets (exchange or buy back). All reasonable requirements and measures stipulated by law, officials or the Organizer (including wearing mouth and nose mask or a protective mask, performing health tests or presenting them or presenting a proof of vaccinations) must be met and considered by all visitors without exception. If a visitor does not comply with such a requirement or measure (for whatever reason), the Organizer shall be entitled to deny the visitor access to the event without compensation or to expel the

visitor from the event site. In these cases, the customer is neither entitled to return the tickets, nor are they entitled to any other (replacement) claims against the Organizer.

8. In the event of a complete cancellation of an event, the ticket(s) can be returned for refund. Customers will be informed about the procedure of such refund the website of the Organizer, venue operator or venue in due time after the cancellation. In the event of a refund, any fees cannot be refunded, as the corresponding services have already been provided in the course of the contract's execution. The amount of the fees may vary, but usually amounts to approximately 10 percent.

9. Notwithstanding clause 8, the following applies to events that have been cancelled due to the COVID-19 pandemic or other cases of Force Majeure: Customer will be issued a voucher for the amount to be refunded instead of a cash refund of the ticket price. With regard to the value of the voucher to be issued, the provisions of the KuKuSpoSiG apply (*mutatis mutandis*). The customer will also be given the opportunity - regardless of the applicability of any thresholds relating to the issue of vouchers - to have a voucher issued for the entire amount to be refunded. Vouchers for Nova Rock Festival tickets, which were purchased in a Hofer supermarket, are not issued in Hofer supermarket, but exclusively via an online platform. The link to this online platform can be found on the website of the Organizer.

10. Vouchers are transferrable and can be given to any natural person. The owner of the voucher can use the voucher to pay for another event of the Organizer. More detailed information about the redemption modalities will be displayed on the website of the Organizer.

11. If an event is not completely cancelled in cases of Force Majeure, but the maximum permissible capacity of the event is reduced (e.g. due to regulations on maintaining safety distances or the restrictions on the maximum number of visitors), the Organizer shall be entitled to decide at its own discretion which customers are entitled to attend an event. For those customers who are not entitled to attend an event as a result of such decision, the provisions of points 9 and 10 (voucher) apply. The regulation according to point 13 (payment of compensation) shall not apply in these cases.

12. Each visitor agrees to the use of images taken during the event (including photo, film or similar media) for the purpose of advertising future events. In the case of television (FS) and/or streaming transmission as well as photo, video and sound recordings by the Organizer or persons commissioned by the Organizer, the participant expressly grants the transmitting FS-station as well as to the Organizer the right to use such recordings made during or in connection with the event without compensation and without time or space restrictions by means of any current or future technical process.

13. Overbooking / Organizer repurchase right: If an event is overbooked and the Organizer is thus (legally) obliged to prevent customers from attending an event, the Organizer will use its reasonable best efforts to agree with customers to voluntarily refrain from attending the event and to return their tickets in return for a certain refund. Furthermore, the Organizer shall be entitled to buy back tickets purchased by the customer unilaterally at any time (even on the day of the event). The amount of the repurchase price shall correspond to the purchase price actually paid by the customer for the tickets plus a lump sum compensation payment of 50% of this purchase price. The customer shall not be entitled to any additional (reimbursement) claims in connection with the exercise of the Organizer's right of repurchase. In the event that the maximum permissible capacity of an event has to be reduced due to cases of Force Majeure and customers therefore cannot attend that event, this section 13 does not apply; section 11 of these terms and conditions shall apply exclusively.

14. Sound, film, video and photo recordings by visitors are not permitted. In case a visitor fails to comply with such rule (especially when taking photos with a flashlight!) the Organizer shall be entitled to retain the recording device until the end of the event. No umbrellas, bottles or other dangerous objects, etc. may be taken into the event area. The Organizer (or the venue operator) may stipulate further relevant provisions - to be observed by the visitor - in separate house rules or information and / or safety instructions.

15. Visitors are not entitled to any compensation in the event of loss of a ticket. Tickets may not be misused, copied or altered. Validated tickets (i.e. tickets without ticket stubs) are not valid. Upon leaving the venue tickets lose their validity. Misuse will be prosecuted. Visitors are responsible for their own journey to the venue and for arriving on time.

16. Tickets may only be used for competitions/raffles with the consent of the Organizer. The Organizer reserves the right to personalize tickets for events selected by him (to ensure a social prize structure and/or for security reasons or similar). Personalized tickets are generally not transferable; the Organizer will inform the purchaser about any limitations on the transferability of personalized tickets before purchasing tickets.

17. At concerts, there may be a risk of damage to hearing and health due to the music volume. To the extent legally permissible, the Organizer shall not be liable for any damage to property or personal injury. Open air events may take place in all weather conditions. Suitable equipment must be provided by the visitors themselves. (however, for safety reasons it is forbidden to bring umbrellas).

18. All information on data protection is available at <https://www.novarock.at/privacy/>.

19. We are entitled to amend these terms and conditions in order to adapt them to the legal and economic framework. Changes to these terms and conditions will be sent to the visitor to the last known e-mail address. The amended terms and conditions are deemed to have been approved by the visitor if he does not object in writing within one month of delivery. We undertake to point out the one-month period in writing when sending the amended terms and conditions.

20. This agreement is exclusively governed by Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods, the referral norms of the IPRG and Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I Regulation) shall be excluded. The exclusive place of jurisdiction for entrepreneurs shall be the competent court for Vienna Inner City.

SPECIAL PROVISIONS REGARDING TAYLOR SWIFT (August 2024)

1. Event attendance, personalization of digital tickets

- 1.1. All digital tickets for Taylor Swift concerts are personalized, i.e. only the holder of the right of attendance has the right to demand admission to the event. This right to visit the events only exists on the basis of the visitor contract (event visit contract), which the visitor has concluded with the Organizer (as part of his ticket order) or into which he has entered under the conditions of section 2 below. Proof that the visitor has acquired the right to visit the event shall be provided by presenting the personalized digital ticket and - at the request of the Organizer - a photo ID, unless section 1.4 applies. The Organizer reserves the right to deny access to the event, in particular by blocking the digital ticket, to ticket holders who have not acquired or cannot prove that they have the right to attend the event. If the Organizer allows the holder of the digital ticket to enter, it shall also be released from its obligation to perform vis-à-vis the contracting party if the ticket holder is not identical to the contracting party entitled to attend the event.
- 1.2. In order to be granted access to the event, each visitor must present the digital ticket (stating his or her first and last name) or scan such ticket into the ticket reader upon entry to the event, respectively. Each owner of digital tickets will need to use a mobile smartphone to access tickets which will require a mobile application ("app") to be downloaded to such owner's mobile smartphone.
- 1.3. The Organizer provides the purchaser with a digital ticket in the oeticket app "OETICKET.Pass" for each booked and paid ticket. A digital ticket entitles only one person at a time to enter the booked event. If a buyer purchases several digital tickets, they will only be displayed on his mobile device. Ticket sales are limited to a maximum of four per show and purchaser.
- 1.4. A third party whose name is not listed on the digital ticket shall only be granted access to the event if he/she enters the event at the same time as the person whose name is listed on the digital tickets. Upon entry to the event, the mobile end device of the purchaser must be passed on to any other visitor in his presence for scanning the respective authorization code into the reader. By presenting the digital ticket at the entrance to the event (in particular also by scanning the authorization code into the reader), the visitor declares to be authorized to attend the event.

2. Passing on digital tickets, official secondary market platform and contractual penalty

- 2.1. The passing on of digital tickets and visiting rights is excluded and prohibited. The private passing on of visiting rights (in particular in the case of the purchase of multiple tickets) and the passing on of digital tickets (in particular in the case of the prevention of the owner of the digital ticket) is permitted in accordance with the provisions of these GTC, in each case insofar as no commercial or profit-making intentions are pursued.
- 2.2. The owner of digital tickets may transfer the rights and obligations arising from the visitors' contract (and thus also the visitation right) to a third party only by the third party entering into the visitors' contract with regard to a visitation right, assuming all rights and obligations. This transfer requires the consent of the Organizer, which is hereby granted in advance under the conditions contained in section 2.3. If a contractual partner of the organizer has permissibly acquired several visiting rights within the framework of a visiting contract and permissibly transfers these visiting rights to several third parties, separate visiting contracts with the entering persons shall come into existence as a result of the transfer.
- 2.3. In order to prevent the resale of digital tickets at excessive prices, i.e. in the interest of maintaining a reasonable price structure, to prevent criminal acts in connection with the attendance of the event and to enforce house bans, as well as for the tracking of diseases in connection with the COVID-19 pandemic, the consent of the Organizer to the entry of a third party into the visitor contract pursuant to section 2.2 shall only be granted if (i) the rights under the visitor contract (and thus also the visitation right) are exercised by jointly attending the event with the owner of the digital ticket, (ii) the rights and obligations under the visitor contract (and thus also the visitation right) are transferred to a third party exclusively by the purchaser selling the digital

ticket personalized to him on the secondary sales platform FANSALE (www.fansale.at) authorized by the Organizer or (iii) the procedure pursuant to section 2.6 is followed. In the following cases, the consent of the Organizer to the entry of a third party into the visitor contract pursuant to section 2.2 is expressly not granted:

- 2.3.1. in the event of the sale of the visiting right or of digital tickets within the framework of auctions not authorized by the Organizer (in particular on the Internet) or via Internet marketplaces/ticket exchanges not authorized by the Organizer themselves or through third parties;
- 2.3.2. in the event of a commercial sale of the right to visit or of digital tickets without the express prior written consent of the Organizer;
- 2.3.3. in case of sale (including transfer free of charge) of the visiting right or digital tickets for the purpose of advertising, marketing, as a bonus, promotional gift, prize or part of an unauthorized hospitality or travel package;
- 2.3.4. in the event of the sale (including the transfer free of charge) of visiting rights or digital tickets without express reference to these terms and conditions, in particular to the transfer restrictions in this section 2.
- 2.4. The transfer or resale of visiting rights or digital tickets in violation of the cases mentioned in sections 2.3.1 to 2.3.4 is prohibited. The same shall apply to the offering of visiting rights or tickets if the resale or transfer corresponding to the offer would violate the cases specified in sections 2.3.1 to 2.3.4. In the event of a violation of the prohibition pursuant to section 2.4, the Organizer further reserves the right, without prejudice to its contractual freedom, to exclude the respective contractual partner from purchasing tickets in the future at its reasonable discretion and, if necessary, to initiate further legal action. In the event of a violation of the prohibition pursuant to section 2.4, the Organizer shall be entitled to withdraw from the visitor contract and/or to block the digital tickets or the authorization code and to refuse the ticket holder admission to the event. The right of withdrawal according to sentence 1 shall also apply to other visitor contracts which the customer has concluded with the Organizer.
- 2.5. In the event of resale or transfer of the right to visit or of digital tickets, the ticket purchaser is obliged, at the request of the Organizer, to inform the latter within two weeks of the full name and address of the recipient of the right to visit or of the ticket. The purchaser shall indemnify the Organizer against any damages incurred by the organizer due to the fact that the purchaser/visitor purchasing the tickets has not made the GTC known to the other visitors for whom he has also purchased tickets.
- 2.6. If you are unable to attend the event and it is not possible for you to sell via the secondary sales platform FANSALE, please contact the service office of our ticketing partner to discuss an alternative sale option: customercare@oeticket.com. Please note, however, that this may result in considerable processing times.

3. Passing on digital tickets via www.fansale.at

- 3.1. Owners of a digital ticket will have the opportunity to sell tickets on a ticket exchange operated by our distribution partner CTS Eventim Austria GmbH (oeticket.com) ("CTS") www.fansale.at, subject to the conditions set out below. No guarantee is given for a successful sale.
- 3.2. By using the transfer option, the original owner of the digital ticket offers the digital ticket and allows the organizer to offer the released digital ticket for sale again via the ticket exchange www.fansale.at in the name and for the account of the organizer. Only upon resale via this ticket exchange, the offer of the original owner of the digital ticket for transfer of the digital ticket is accepted by the organizer.
- 3.3. On the ticket exchange, CTS shall offer the digital ticket that becomes available for sale in the name and for the account of the Organizer up to 24 hours before the start of a concert in each case. The original owner of the digital ticket shall determine the price at which his digital ticket

is to be sold. However, the price is limited to a maximum of the original ticket price Face Value. As long as the digital ticket has not been resold, the owner of the digital ticket can withdraw from his offer via fansale.at at any time.

- 3.4. If the digital ticket that becomes available is sold, the original owner of the digital ticket will be informed without undue delay. The originally purchased digital tickets will be blocked so that they no longer entitle the holder to admission. A new digital ticket will be generated for the (new) purchaser. The purchase price will be credited to the (original) owner of the digital ticket after it has been sold via "Fansale". The option can be used up to 24 hours before the start of the respective event.
- 3.5. Unless and to the extent that the digital ticket that becomes available is not sold, the digital ticket of the original owner of the digital ticket shall not be blocked and shall continue to entitle the holder to admission.

4. Acquisition under another's name or by agents

The purchase of digital tickets under someone else's name, in particular by operators of ticket platforms on the internet, is prohibited. The purchase of several tickets for the purpose of passing on visiting rights in the private (i.e. non-commercial) sphere for joint attendance of the event is permitted. By accepting these GTC you confirm that you are a consumer. All ticket purchases will be monitored and if there is a reasonable suspicion that tickets are being purchased by businesses traders or so called "ticket touts", "ticket scalpers", "ticket brokers" or unauthorised "secondary ticket agents" this will be considered a breach of the GTC and tickets could be cancelled at the promoter's discretion.

5. Contractual penalty and right of withdrawal

- 5.1. For each culpable breach of the prohibitions set out in sections 2.4 and 4, the purchaser is obliged to pay a contractual penalty of EUR 2,500. Claims for damages by the Organizer shall remain unaffected, whereby contractual penalties shall be offset against claims for damages based on the same facts.
- 5.2. In the event of a breach of the prohibitions set out in sections 2.4 and 4, the Organizer shall be entitled to withdraw from the visitor contract and/or to block the digital tickets or the authorization code and to refuse the ticket holder admission to the event. In such cases, the respective purchaser shall not be entitled to any right to a refund of the purchase price. The right to withdraw in accordance with the first sentence shall also apply to other visitor agreements that the purchaser has concluded with the Organizer.