

GENERAL TERMS AND CONDITIONS

The purchase and use of tickets (“**tickets**”) for events organized by e|motion management GmbH (“**organizer**” or “**vendor**”) as well as the access to the event location is subject to these General Terms and Conditions (“**GTC**”).

1. Shipping of the tickets to the purchaser (“customer”) is carried out at the customer’s cost and risk. The seller takes no liability for loss or damage of the tickets during shipping or any other damages which are tied to the delivery of the tickets, as long as there is no gross negligence or intention from the vendor’s side.
2. The ticket holder assumes all risks and dangers which may arise in connection with the visit of the event, irrelevant if these arise before, during or after a tennis match. The ticket holder is also responsible for not or only partly (e.g. because of late coming) used, lost, mislaid or stolen tickets and is not entitled to a compensation. Already purchased tickets cannot be subject to later granted possible discounts. If there nevertheless occurs a return (through goodwill from e|motion management GmbH) in exceptional cases (e.g. sickness), the compensation shall only be granted in form of vouchers (no cash).
3. Tickets may not be used for advertising, promotions or other commercial purposes (including raffles, lotteries, etc.).
4. The customer agrees to a thorough search and check and/or the temporary removal of forbidden items by the security personnel present at the event location. Forbidden items include (this list is not complete): bottles, cans, alcoholic drinks, illegal drugs, posters, video and motion cameras capable of broadcasting quality, recording devices, camera lenses with more than 300 mm focal length, umbrellas, fireworks and smoke bombs. Drunk persons or persons under the influence of drugs will not be allowed on the premises.
5. The customer must not bring with him any political or advertising material onto the event grounds. Neither are inciting posters allowed which can be seen by other guests at the event location.
6. The ticket holder is not allowed to distribute marketing goodies on the premises.
7. By entering the event location, the customer agrees that he may be photographed, filmed or recorded at and around the premises. The customer grants the organizer, his licensees, business and media partners the irrevocable and objective, temporal and local unlimited permission to use this film and picture material free of charge for the promotion of events of the organizer and the coverage of such events (including the voice of the customer and his image). This refers to all purposes which are in relation to the broadcast and the business purposes. The customer does not have to be contacted and will not get a remuneration.
8. The actual starting times and match schedules of the event or the respective matches will be determined by the organizer. Date and time of the event or of a match are subject to change without prior notice. In case of a relocation of the event or matches the tickets stay valid. The same goes for the case of a terminated match or the termination of the event if it can be rescheduled or continued at a later date. If the customer, who has bought his tickets through the official channels, is not able to attend the rescheduled date, he will be refunded the costs (the partial costs in case of a cancelation/termination) of the ticket by returning the original ticket provided that the organizer is to blame for the relocation or the termination of the event/match. This is not valid for customers who have bought their tickets at non-official vendors. These customers will not be refunded the ticket prices by

the organizer in case of termination or relocation. Any other compensation claims (e.g. expenses, travel costs, accommodation costs etc.) cannot be turned over to the organizer.

9. No customer is allowed to collect match results and scores or connected statistic material for the sake of commercial or betting purposes. He may neither circulate, broadcast, publish or disclose this material. The stay in the respective event location is only allowed with the approval of the organizer and only allowed in those areas which are identified for members of the media. Customers are also not allowed to make audio, picture or video recordings of the respective event for commercial purposes without prior written consent of the organizer. In no case is it allowed to publicly provide or broadcast audio, picture or video material, especially on the internet or mobile phones or the support of other persons in doing so without the approval of the organizer. Devices or systems which can be used for such activities must not be brought on the premises without prior consent of the organizer.
10. In case of a COVID-19 illness during the event, the customer is liable to inform the e|motion management GmbH and disclose all relevant data to help completely track the chain of infection.
11. In case of a COVID-19 illness, the ticket customer agrees that his data, which he has transmitted during the ticket purchase to WT Wien Ticket GmbH or the Wiener Stadthalle Betriebs- und Veranstaltungsgesellschaft m.b.H., can be disclosed to e|motion management GmbH for the purpose of contact tracing.
12. The ticket holder agrees that his seat may be changed in the same ticket category.
13. The organizer has the right to deny the ticketholder access to the event location if the customer shows illness symptoms like increased temperature, coughing (Corona symptoms). In such a case, the ticket cannot be refunded. The customer, however, has the right to demand the issue of a voucher corresponding to the content of the "Bundesgesetz zur Sicherung des Kunst-, Kultur- und Sportlebens vor weiteren Auswirkungen der COVID-19-Pandemie" (KuKuSpoSiG).
14. If the event has to be cancelled due to the Corona virus, the voucher arrangement mentioned in the KuKuSpoSiG is applicable. The organizer can then issue the customer a voucher appropriate to the ticket price and according to the closer definition of the KuKuSpoSiG.
15. The GTC govern the legal relation between the ticket customer on the one hand and e|motion management GmbH on the other hand. By owning a ticket, the customer is subject to the house rules of the respective event location. If a ticket is resold, the prior owner is obliged to inform the new ticket holder that the GTC of the e|motion management GmbH apply. The GTC are part of all contracts between the customer and the e|motion management GmbH.
16. e|motion management GmbH reserves the right to deny the purchase of tickets to all interested parties who interfere with the orderly resolution of the ticket sale or violate other interests or visitors or violate the respective house rules and/or the cashiers' orders. In severe cases there can be an infinite denial of ticket purchase.
17. The customer accepts the normative requirements for visiting the event ("terms of admission") and consents that a refund of the tickets in case of returning the tickets is excluded due to these terms of admission.
18. If individual clauses of these GTC should become invalid partly or as a whole, the validity of this contract and the other clauses of the GTC remain untouched.
19. Only Austrian law is applicable. The application of international conflict-of-law rules is excluded.

20. If there should be a dispute regarding tickets or the visit of the event, the ticket holder consents that the court of jurisdiction is Graz, provided that no mandatory legal regulations determine a different court-of-law.