

# GENERAL TERMS AND CONDITIONS FOR ORGANIZERS

**WT WIEN-TICKET GmbH**, Hütteldorfer Straße 2f, 1150 Vienna (hereinafter referred to as "WT") provides its contractually agreed services for event organizers (in the following short "CONTRACTUAL PARTNER") exclusively on the basis of the following terms and conditions:

## 1. Subject matter of the agreement

CONTRACTUAL PARTNER is an organizer or operates a venue.

WT holds the license for the sale and operation of the web-based ticket sales system SAP Event Ticketing (hereinafter referred to as "TICKETSYSTEM"). WT operates a fail-safe server environment in Vienna and uses the system to sell tickets for events of all kinds and offers its ticket sales services to the CONTRACTUAL PARTNER via WT's distribution network in accordance with these Terms and Conditions. The prerequisite for this is the transmission of a properly, completely and correctly completed Binding Event Registration signed by the CONTRACTUAL PARTNER.

## 2. Ticket creation & processing

2.1. WT shall create the venue(s), the price list(s) and the tickets (in accordance with the WT checklist for each event (series)) in the TICKETSYSTEM on the basis of the CONTRACTUAL PARTNER's event registration. CONTRACTUAL PARTNER guarantees the accuracy and completeness of the information.

2.2. Upon request, WT shall create a sample ticket, which shall be sent to the CONTRACTUAL PARTNER for final acceptance. The CONTRACTUAL PARTNER shall carry out the final acceptance in such good time that, in particular, the start of sales for the event(s) created, as announced by the CONTRACTUAL PARTNER to WT, is not delayed. If the CONTRACTUAL PARTNER does not raise any justified objections in writing within one week, including specific proposals for changes, approval shall be deemed to have been granted.

2.3. The seating plan, the price list and all information required for the system in accordance with section 2.1 (in particular WT checklist, logos, press releases, printable images if available) will be provided to WT by CONTRACTUAL PARTNER in good time, but at least four weeks before the start of advance sales.

2.4. The CONTRACTUAL PARTNER can access the current status of the tickets sold by WT at any time via the WT Organizer Portal. Activation of the CONTRACTUAL PARTNER for the WT Organizer Portal shall be carried out by WT. The decision on activation and the exact time shall be made by WT at its own discretion. If the WT organizer portal is not available, WT shall, upon request, provide sales statistics containing information on the sales made by WT.

2.5. CONTRACTUAL PARTNER undertakes to recognize the uniform WT ticket blanks known to it and, if required, e-tickets, wallet tickets and print@home tickets issued by WT as original tickets at the event/events or to exchange the ticket form for an original ticket at no extra charge.

## 3. Functionality & maintenance

3.1. The CONTRACTUAL PARTNER is familiar with the functionality and program sequence of the TICKET SYSTEM. WT guarantees the basic functionality and suitability of the ticket software for the contractually agreed purpose of use from the time the contract is signed until the end of the contract, whereby WT assumes no liability in particular for interruptions in operation due to internet or power failure, force majeure or operating errors by the CONTRACTUAL PARTNER or third parties. Should problems occur, the solution of which is known to WT, WT

will offer its service. However, no guarantee of rectification is given. Errors shall only be rectified by WT with regard to the promised basic functionality and suitability of the ticket software. Special requirements resulting from the CONTRACTUAL PARTNER's business transactions can be programmed by the CONTRACTUAL PARTNER after prior preparation of a cost estimate and written commissioning of WT. If no order is placed by the CONTRACTUAL PARTNER after a cost estimate has been prepared, WT shall invoice the CONTRACTUAL PARTNER for the costs of preparing the cost estimate.

3.2. WT on-call service: In the event of malfunctionality, the WT on-call service is available outside office opening hours (Monday to Friday 09:00 to 17:00) via 0043 1 58885 - 920.

3.3 If the malfunction is attributable to an operating error on the part of the CONTRACTUAL PARTNER (or persons within its sphere of influence - in particular employees of the CONTRACTUAL PARTNER or persons who have gained access to the system via the CONTRACTUAL PARTNER - even without the CONTRACTUAL PARTNER's consent), WT reserves the right to charge the CONTRACTUAL PARTNER costs in accordance with sec 5.2 (IT support services) of this contract.

3.4 The CONTRACTUAL PARTNER acknowledges that the TICKETSYSTEM may be unavailable at short notice due to maintenance work. Interruptions to operations in this regard will take place at off-peak times wherever possible. Any damage, in particular resulting from a possible interruption of operations, shall be borne by the CONTRACTUAL PARTNER; any liability on the part of WT is expressly excluded.

## 4. Ticket sales

4.1. WT sells the tickets exclusively in the name and for the account of the CONTRACTUAL PARTNER. Any liability of WT in connection with the event(s), including any postponement and/or cancellation thereof, is excluded. WT shall only be liable for the proper procurement of tickets. The CONTRACTUAL PARTNER shall indemnify and hold WT harmless (including the reasonable costs of legal representation), in particular in the event of claims by third parties in connection with the organization of events by the CONTRACTUAL PARTNER. WT can only guarantee the sales conditions according to the respective WT checklists for sales by WT at its own points of sale.

4.2. The CONTRACTUAL PARTNER may sell tickets itself from WT's TICKETSYSTEM. For this purpose, WT offers to train the CONTRACTUAL PARTNER in the offices of WT against reimbursement of costs. The costs shall be invoiced by WT to the CONTRACTUAL PARTNER at an hourly rate of currently € 90 (in words: ninety euros) net per commenced (plus any travel costs incurred).

Although the TICKETSYSTEM creates its own receipt, this does not correspond to a receipt within the meaning of the Cash Register Security Ordinance ("Registrierkassensicherheitsverordnung") in the case of cash payments. In this respect, an additional receipt must be created with a corresponding cash register. If it is desired that the TICKETSYSTEM creates a cash register receipt that complies with the regulations, a separate agreement must be made between the CONTRACTUAL PARTNER and WT.

Prerequisites for own sales by CONTRACTUAL PARTNER

are:

4.2.1 CONTRACTUAL PARTNER shall provide a commercially available Computer, a laser printer and internet access with sufficient capacity for each sales terminal for ticket sales. If required, WT shall assist in the acquisition or commissioning of these prerequisites. Costs for repair, maintenance and service shall be borne by the CONTRACTUAL PARTNER. Furthermore, the CONTRACTUAL PARTNER shall bear all costs in connection with internet access (in particular provider fees, line charges, download charges).

4.2.2 CONTRACTUAL PARTNER shall provide a ticket printer/laser printer compatible with the ticket sales system in accordance with WT's specifications. If required, WT shall assist in the acquisition or commissioning of these requirements. Costs for repair, maintenance and service shall in any case be borne by CONTRACTUAL PARTNER.

4.2.3 CONTRACTUAL PARTNER undertakes to use WT's standardized ticket blanks for its own sales. Ticket blanks can be obtained by the CONTRACTUAL PARTNER from WT at cost price. WT will inform the CONTRACTUAL PARTNER of the exact price on request. Orders must be submitted to WT with a lead time of four weeks. The CONTRACTUAL PARTNER undertakes to store the tickets blanks securely and not to pass them on to third parties.

4.3 The fulfillment of all obligations arising from tax law provisions that arise through or when using the of the contractual ticket distribution system, in particular from card sales, is the sole responsibility of the CONTRACTUAL PARTNER.

4.4 Furthermore, it is the CONTRACTUAL PARTNER'S responsibility to acquire the necessary authorizations and other requirements (e.g. card bureau concession) for the use of the ticket distribution system. The CONTRACTUAL PARTNER shall indemnify and hold WT harmless, including the reasonable costs of legal representation in this connection.

## 5. Remuneration of sales activities by WT

5.1 WT's remuneration shall be based on the remuneration (in particular the system fee and sales fee) on which the binding event registration is based and the agreed minimum fee.

WT is entitled but not obliged to withhold these from the ticket revenue. WT shall notify the CONTRACTUAL PARTNER of the decision to withhold the fee.

5.2 IT support services and all services not covered by the scope of the contract as well as special expenses caused by non-compliance with the processes, agreed specifications and deadlines by the CONTRACTUAL PARTNER shall be charged by WT at € 90 (in words: ninety euros) net per hour or part thereof (plus travel costs).

5.3 The agreed fees shall be deemed to be index-linked. They shall change in line with the change in the 2010 consumer price index of STATISTIK AUSTRIA or the successor index replacing it ex officio. The index of the month in which the respective contract is concluded shall apply as the reference value. Changes are not to be taken into account as long as they do not exceed 5% of the previously applicable amount. If this is exceeded, the entire change is taken into account and can also be claimed retrospectively from the time of the month in which the 5% threshold was exceeded. The non-assertion of an increased price shall not be deemed a waiver of the claim for an increase. WT shall be entitled to subsequent offsetting for the entire duration of the contractual relationship to the exclusion of the statutory limitation period.

## 6. Settlement and due date

6.1 Invoices for tickets sold through the TICKETSYSTEM will be sent to the address provided by the CONTRACTUAL PARTNER on the last day of the month for all tickets sold in the previous month.

The payment of the net credit balances of the CONTRACTUAL PARTNER resulting from the invoices shall be made within one month after the actual performance of the event and shall therefore only become due at this time. WT shall therefore retain the ticket revenue and the resulting payout amounts until the event is actually held. Payments shall be made exclusively to the account specified by the CONTRACTUAL PARTNER in the event registration/WT checklist.

6.2 Payment shall only be made after receipt of the revenue by WT. The CONTRACTUAL PARTNER acknowledges that credit card sales may only be received in WT's account with a time delay and may therefore delay the time of preparation of the final invoice and the transfer or invoicing to the CONTRACTUAL PARTNER accordingly.

6.3. Payments on account shall only be made by separate prior written agreement without any legal entitlement to this. Payments on account shall be made upon written request and by mutual agreement between the contracting parties exclusively to the account specified by CONTRACTUAL PARTNER in the event registration/WT checklist.

6.4. The discounts incurred for electronic means of payment are charged to the CONTRACTUAL PARTNER as an average discount rate of 3% net.

6.5. WT shall be entitled to offset and retain any counterclaims on whatever legal grounds against the payment amounts from invoices. In particular, income and counterclaims from different events may be offset or cross-settled.

6.6. The CONTRACTUAL PARTNER is obliged to check invoices immediately and to raise any objections in writing within one month. Otherwise, these shall be deemed irrevocably accepted and any further claims of the CONTRACTUAL PARTNER shall be deemed forfeited and time-barred.

## 7. Advertising measures

7.1. CONTRACTUAL PARTNER shall affix the logo with the telephone number and internet address as well as at least the most important regional advance booking offices of WT to all its advertising materials (posters, advertisements, PR mailings, etc.) in connection with the event. The WT logo must have a minimum size of 150mm width with a poster format of DIN A1.

7.2. WT shall be entitled to utilize the materials (photographs, videos, logos, etc.) provided by the CONTRACTUAL PARTNER for the promotion of the event and to make them available to its cooperation partners for the promotion of the event. The CONTRACTUAL PARTNER warrants that it is authorized to use the materials and has been granted sufficient rights.

## 8. Warranty & Liability

8.1. WT does not guarantee the sale of a minimum number of tickets and assumes no liability whatsoever for the economic success of the respective event, the accuracy of the information on events provided by the CONTRACTUAL PARTNER and/or the solvency of the independent third parties involved in the provision of services, in particular the WT sales offices or the end customers. Furthermore, WT shall not be liable if the CONTRACTUAL PARTNER fails to provide WT with information owed under this agreement in a timely manner, or provides incomplete or incorrect information.

8.2 In the event that an event is canceled or postponed, WT shall only be liable for the costs incurred by WT and paid by the CONTRACTUAL PARTNER. Reversals of receipts already made shall be invoiced to the CONTRACTUAL PARTNER and must be settled immediately. With regard to any further claims of ticket purchasers or third parties, WT expressly reserves the right to refer the ticket purchasers or third parties directly to the CONTRACTUAL PARTNER, who undertakes to indemnify and hold WT harmless.

8.3. In the event of cancellation, postponement, rescheduling, etc. of an event set up for cross-selling (i.e. WT sales network), the CONTRACTUAL PARTNER undertakes to pay the system and sales fee in any case, and the following provision shall also apply:

8.3.1 In the event of a cancellation/postponement/relocation of the event, CONTRACTUAL PARTNER undertakes to pay all costs incurred up to the time of cancellation/postponement/relocation from ticket sales (in particular payments on account) received from the contractual contingent up to the time of the cancellation/postponement/relocation to an account to be notified by WT without delay prior to the actual reversal.

8.3.2 For the reversal, WT shall charge CONTRACTUAL PARTNER a lump-sum compensation in the amount of € 400 (in words: four hundred euros) net plus 20% VAT for a maximum of 200 tickets. For more than 200 tickets, WT shall charge € 1,- (in words: Euro one) net plus 20% VAT per ticket in addition to the flat-rate compensation.

8.3.3 As part of this lump-sum compensation, WT shall send a newsletter to all WT sales outlets and an e-mail to all end customers who have purchased tickets via the internet or WT Call Center for the event that did not take place or did not take place at the originally scheduled time. Furthermore, this lump-sum compensation includes the return of the ticket contingent to the CONTRACTUAL PARTNER per se.

8.4. CONTRACTUAL PARTNER shall indemnify WT for all claims (in particular any claims for damages, reasonable costs of legal representation and court costs) which ticket purchasers or third parties assert against WT in connection with the purchase of one or more tickets from the contractual ticket contingent and/or performances (in particular the performance, non-performance, cancellation, postponement, rescheduling or expiry of a performance) of the CONTRACTUAL PARTNER or due to the violation of data protection, telecommunications law or other statutory provisions by the CONTRACTUAL PARTNER.

WT shall only be liable for the breach of material contractual obligations and only in cases of intent and gross negligence, whereby liability shall be limited to the reasonably foreseeable damage typical of the contract or to the reasonably foreseeable expenses typical of the contract. Liability for indirect consequential damages, in particular for damages resulting from business interruptions and for loss of profit, is excluded in cases of negligent breach. WT's liability within the meaning of this provision shall in any case be limited to € 1,000 (in words: one thousand euros) per case of damage.

8.5. WT shall not be liable for malfunctions and/or other damage (a) in connection with the use of its ticket system and/or distribution system (b) the technology and infrastructure outside its area of responsibility (e.g. telephone lines, hardware and software of the CONTRACTUAL PARTNER), (c) properly operated IT systems, (d) which are caused by hardware and software installed by independent WT sales offices and locations when using the service of WT or (e) which are caused by actions of third parties and (f) by Internet failure or (g) power failure.

## 9. Duty of confidentiality

The contracting parties shall maintain confidentiality vis-à-vis third parties regarding the content of this contract and all business and trade secrets and other business facts of the other contracting party that become known to them in the performance of this contract. This shall also apply for the period after termination of this contract.

This obligation does not apply if these third parties are authorized to obtain knowledge and are legally or contractually obliged to maintain confidentiality. Furthermore, WT is entitled to inform third parties insofar as this is necessary for WT's business activities.

## 10. Contract duration

10.1 These General Terms and Conditions shall apply to all events registered by the CONTRACTUAL PARTNER with WT, unless they are replaced by WT by a new version of the General Terms and Conditions.

10.2 Irrespective of the aforementioned point, the contracting parties are entitled to terminate the contractual relationship at any time for good cause. Good cause shall include in particular, but not exclusively:

10.1.1 The opening of insolvency proceedings, the rejection of an application for the opening of insolvency proceedings due to a lack of assets to cover costs or the initiation of proceedings under the Business Reorganization Act against the other contracting party;

10.1.2 The improper business conduct of CONTRACTUAL PARTNER or its employees towards WT;

10.1.3 A shortfall in the account balance for the collection order or a breach of the payment obligation by the CONTRACTUAL PARTNER (e.g. refusal to return the account balance);

10.1.4 Repeated breach of the provisions of this contract after prior written warning.

The fact that an important reason is not immediately asserted by WT does not mean that WT waives its right to terminate the contract for good cause.

## 11. Data protection

11.1. WT and CONTRACTUAL PARTNERS undertake to comply with the General Data Protection Regulation (GDPR) and the applicable data protection law as well as the guidelines and recommendations of the data protection authority. WT collects personal data from customers as an independent controller for the advertising of its own goods (merchandising articles, vouchers) and services (in particular for the provision of accounts via the WT website). As part of the fulfillment of the contract, WT also processes this personal data of customers as an agent of tickets but also on behalf of the CONTRACTUAL PARTNER and, if necessary, transmits it to third parties for the fulfillment of the contract. With regard to data processing in direct connection with the procurement of admission tickets, WT therefore acts as a processor and concludes the data processing agreement attached in Annex /1 to these General Terms and Conditions with the CONTRACTUAL PARTNER in accordance with Art 28 GDPR. These General Terms and Conditions and any additional contracts between WT and the CONTRACTUAL PARTNER define the purpose and scope of the data processing.

11.2. Furthermore, the CONTRACTUAL PARTNER guarantees to treat all data made available to it by WT in the course of fulfilling the contract confidentially and to use it exclusively for the purpose of fulfilling the obligations arising from this agreement. Any use of customer data for the CONTRACTUAL PARTNER's own marketing and advertising purposes is not permitted, unless otherwise agreed.

## 12. Miscellaneous

12.1. The legal basis for events is as follows:

- the registration of the CONTRACTUAL PARTNER in accordance with the WT form and the conditions agreed therein (event registration);
- any special conditions agreed in writing with the CONTRACTUAL PARTNER;
- these General Terms and Conditions.

In any case, these General Terms and Conditions shall take precedence over any terms and conditions of the CONTRACTING PARTNER.

All prices are valid until further notice. WT undertakes to notify the CONTRACTUAL PARTNER of price changes in writing in good time. If the CONTRACTUAL PARTNER does not expressly object to the price change in writing within one week, its consent shall be deemed to have been given.

12.2 The General Terms and Conditions of WIEN-TICKET apply to the end customer.

12.3. WT is entitled to update these General Terms and Conditions. The amended General Terms and Conditions shall be notified to the CONTRACTUAL PARTNER either by e-mail or by post and shall be deemed accepted unless the CONTRACTUAL PARTNER expressly objects to them within two weeks. If the CONTRACTUAL PARTNER objects, these General Terms and Conditions shall continue to apply to events that have already been registered. For events registered after the announcement of the new General Terms and Conditions, the amended General Terms and Conditions shall apply in any case, unless otherwise agreed in individual cases.

12.4. Should individual provisions of these General Terms and Conditions or the agreement concluded to implement them be or become invalid or unenforceable, this shall not affect the remaining content. The contracting parties shall work together to find a provision that corresponds to the economic result of the invalid or unenforceable provision. If gaps arise in the practical application of this contract or an agreement concluded for its implementation, the contracting parties undertake to fill these in an appropriate manner in line with the purpose of this contract.

12.5. Any written or verbal agreements made prior to the conclusion of this contract shall lose their validity upon conclusion of this contract. Subsidiary agreements, additions and future amendments to this contract, in particular to these formal requirements themselves, can only be agreed in writing (e-mail is sufficient).

12.6. The contracting parties further agree to consult and advise each other in good time on all questions and problems that arise and to work out a joint solution.

Notifications, in particular requests for approvals and invoices, must be made in writing, by fax, e-mail or by registered letter to the address of WT stated in this contract and the address of the CONTRACTUAL PARTNER. The contracting parties shall notify each other of any change of address, failing which service can be effectively made to the last known address.

12.7. The place of performance and exclusive place of jurisdiction for both contracting parties is Vienna. For any disputes arising from this agreement, the contracting parties agree on the exclusive local jurisdiction of the competent court for the First District of Vienna. The legal relationship between the contracting parties shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the IPR.

Vienna, on 12.12.2024

## ANNEX ./1

### AGREEMENT ON DATA PROCESSING

concerning the provision of data for the purpose of processing as a service in accordance with Art 28 et seq. of the General Data Protection Regulation ("GDPR")

between

#### CONTRACTUAL PARTNER

and

WT WIEN-TICKET GmbH  
Hütteldorfer Strasse 2f  
1150 Vienna  
("WIEN-TICKET")

#### Preamble

WIEN-TICKET offers the sale of tickets for third-party events as an intermediary (also via online ticket platforms such as www.wien-ticket.at, www.ticket.at, etc.). On the one hand, WIEN-TICKET provides the infrastructure (e.g. online portal, call centers, advance booking offices) and, on the other hand, simultaneously advertises and sells its own services and goods.

Within the scope of this dual-functional activity, WIEN-TICKET acts on the one hand as an independent controller within the meaning of Art 4 (7) GDPR, which decides on the purposes and means of processing personal data. At the same time, however, WIEN-TICKET is also a processor under data protection law within the meaning of Article 4 (8) GDPR for the activities described under point 1 of this agreement and processes the personal data on behalf of the CONTRACTUAL PARTNER, in that WIEN-TICKET supports the CONTRACTUAL PARTNER in carrying out selected activities in the event sector.

It is therefore clarified that the dual role of WIEN-TICKET means that WIEN-TICKET processes the same data of the same data subjects (usually customers of the CONTRACTUAL PARTNER) both as an independent controller under data protection law and as a processor on behalf of and on the instructions of the CONTRACTUAL PARTNER.

This Processor Agreement exclusively governs the rights and obligations of WIEN-TICKET as the processor appointed by the CONTRACTUAL PARTNER to perform the processing activities defined below.

#### 1. Subject matter, nature and purpose of the processing

Data processing is carried out on the basis of the contractual relationship between WIEN-TICKET and the CONTRACTUAL PARTNER (e.g. on the basis of a ticketing contract, the event registrations and the General Terms and Conditions of WIEN-TICKET and any other agreements made). In particular, WIEN-TICKET shall provide services in connection with the execution and processing of ticket sales for events of the CONTRACTUAL PARTNER via the systems of WIEN-TICKET required for the provision of services, in particular the ticket sales system(s) of WIEN-TICKET and via the distribution network of WIEN-TICKET. Other data collected or processed in any other way are expressly not covered by the CONTRACTUAL PARTNER's order.

#### 2. Duration of processing

WIEN-TICKET processes personal data on behalf of the CONTRACTUAL PARTNER for as long as:

- the processing is necessary for the performance of the contractually agreed activities,
- this agreement has not been terminated, or
- this order or its part has not been withdrawn by the CONTRACTING PARTNER.

#### 3. Type of personal data

WIEN-TICKET processes the following categories of data:

- Name
- E-mail address
- IP address
- Login data and website usage behavior
- Order data
- Phone number
- Address
- any other personal data processed in connection with the provision of services by WIEN-TICKET (the data fields required or optional in the respective ticketing system)

#### 4. Categories of data subjects

WIEN-TICKET processes personal data of the following data subjects: Bookers of tickets and other services offered or arranged by WIEN-TICKET.

#### 5. Rights and obligations of the processor and the controller

5.1. The CONTRACTUAL PARTNER is the controller within the meaning of Art 4 (7) GDPR with regard to any information relating to identified or identifiable persons within the meaning of Art 4 (1) GDPR ("personal data") that is provided to WIEN-TICKET as a processor pursuant to Art 4 (8) GDPR in the context of the provision of the above-mentioned work or applications.

5.2. WIEN-TICKET undertakes to use personal data and processing results exclusively within the framework of the agreements on which the provision of services is based and the documented instructions of the CONTRACTUAL PARTNER and to return them exclusively to the CONTRACTUAL PARTNER and to transmit them to third parties only in accordance with the latter's documented instructions. In addition, the use of personal data for WIEN-TICKET's own purposes requires such documented instructions from the CONTRACTUAL PARTNER. For the avoidance of doubt, it is noted that WIEN-TICKET in the role described above as an independent responsible party to data processing in relation to the same data stock for its own purposes without prior instruction from the CONTRACTUAL PARTNER.

5.3. For the avoidance of doubt, the CONTRACTUAL PARTNER itself shall be responsible for the permissibility of its data processing. In particular, WIEN-TICKET – in the interests of data minimization – will not obtain any declarations of consent for data processing by the CONTRACTUAL PARTNER (in particular the use of data for marketing purposes). In the event of claims being asserted against WIEN-TICKET by third parties due to any processing of personal data by the CONTRACTUAL PARTNER in breach of data protection regulations, the CONTRACTUAL PARTNER shall indemnify and hold WIEN-TICKET fully harmless (including the costs of appropriate legal representation).

5.4. WIEN-TICKET declares in a legally binding manner that all persons commissioned with data processing have been obliged to maintain data secrecy within the meaning of Sec 6 Data Protection Act ("DSG") 2018 and Art 28 (3) (b) GDPR before commencing their activities. In particular, this duty of confidentiality of the persons entrusted with data processing shall remain in force even after termination of their activity and departure from WIEN-TICKET.

5.5. WIEN-TICKET undertakes to demonstrably

document the processing of personal data in accordance with the provisions of the GDPR. In particular, it shall keep a record of processing activities as required by Art 30 (2) GDPR.

5.6. WIEN-TICKET declares in a legally binding manner that it has taken all necessary security measures within the meaning of Art 32 GDPR, in particular to prevent data from being used improperly or made accessible to third parties without authorization.

5.7. WIEN-TICKET shall ensure that the technical and organizational requirements are met so that the CONTRACTUAL PARTNER can comply with the provisions of Art 13 and 14 GDPR (duty to provide information), Art 15 GDPR (right of access), Art 16 and 17 GDPR (right to rectification and erasure), Art 18 GDPR (right to restriction of processing) and Art 20 GDPR (right to data portability) vis-à-vis a data subject at any time within the statutory periods and shall provide the CONTRACTUAL PARTNER with all information necessary for this purpose. WIEN-TICKET shall inform the CONTRACTUAL PARTNER within a reasonable period of any request it has received from the data subject. It shall not respond to the request itself unless it has been explicitly instructed to do so by the CONTRACTUAL PARTNER. WIEN-TICKET shall support the CONTRACTUAL PARTNER in fulfilling its obligation to respond to requests from data subjects to exercise their rights. In doing so, WIEN-TICKET shall follow the instructions of the CONTRACTUAL PARTNER.

5.8. WIEN-TICKET makes a legally binding declaration to inform the CONTRACTUAL PARTNER in the event of a data protection incident within the meaning of Art 33 GDPR or if WIEN-TICKET suspects any other breach of data protection regulations. WIEN-TICKET shall support the CONTRACTUAL PARTNER in ensuring that the CONTRACTUAL PARTNER can fulfill the reporting and notification obligations towards the data subject or the supervisory authority in the event of a data protection breach within the statutory period and shall provide the CONTRACTUAL PARTNER with the necessary information for this purpose. In the event of excessive requests by the CONTRACTUAL PARTNER for the transmission of information, the CONTRACTUAL PARTNER shall be obliged to bear the costs incurred by WIEN-TICKET and other expenses.

5.9. WIEN-TICKET shall support the CONTRACTUAL PARTNER in complying with the obligations specified in Art 32 to 36 GDPR at the expense of the CONTRACTUAL PARTNER.

5.10. WIEN-TICKET shall inform the CONTRACTUAL PARTNER if WIEN-TICKET is of the opinion that an instruction of the CONTRACTUAL PARTNER violates data protection regulations.

5.11. The CONTRACTUAL PARTNER shall be granted the right to inspect and check the data processing facilities with regard to the processing of the personal data provided by him to WIEN-TICKET. Any costs incurred as a result shall be borne by the CONTRACTUAL PARTNER. WIEN-TICKET shall provide the CONTRACTUAL PARTNER with the information necessary to monitor compliance with the obligations specified in this agreement in accordance with Art 28 (3) (h) GDPR.

5.12. WIEN-TICKET is obliged after completion of the service provision obliged, to hand over all processing results and documents containing personal data to the CONTRACTUAL PARTNER in a common format or, on the basis of the CONTRACTUAL PARTNER's documented instructions, to continue to store them securely against unauthorized access or to destroy them in accordance with the order. Excluded from this are data stocks and documents that WIEN-TICKET processes in the role of independent controller for its own purposes.

5.13. In addition, WIEN-TICKET will delete the personal data processed for the CONTRACTUAL PARTNER in accordance with WIEN-TICKET's deletion

concept as soon as the data is no longer required for the provision of services to the CONTRACTUAL PARTNER (usually seven years after the ticket purchase, unless the data subject requests earlier deletion, whereby WIEN-TICKET will also delete or anonymize individual data categories earlier in the interests of data minimization). As a rule, WIEN-TICKET will therefore delete the personal data processed for the CONTRACTUAL PARTNER after the end of the respective event, provided that there are no statutory retention obligations. Therefore, the CONTRACTUAL PARTNER itself is obliged to ensure appropriate data backup, storage and archiving.

## **6. Involvement of sub-processors**

6.1. The CONTRACTUAL PARTNER hereby grants WIEN-TICKET general written consent pursuant to Art 28 (2) GDPR that WIEN-TICKET may use other companies to carry out processing ("sub-processors"). These are, in particular, advance booking offices and external sub-processors necessary for operations.

6.2. The CONTRACTUAL PARTNER may request a list of the specific sub-processors engaged for the CONTRACTUAL PARTNER from WIEN-TICKET at any time upon request, so that the CONTRACTUAL PARTNER may prohibit subcontracting before the start of service provision by VIENNA TICKET in accordance with Art 28 (2) GDPR. Prohibition of subcontracting may result in WIEN-TICKET having to refuse to provide the service due to a lack of alternatives.

6.3. In addition, a contract must be concluded between WIEN-TICKET and the sub-processor within the meaning of Art. 28 (4) GDPR, which ensures that the sub-processor assumes the same obligations that WIEN-TICKET is subject to on the basis of this agreement.

## **7. Other**

This agreement shall be governed by Austrian substantive law to the exclusion of its conflict of law rules.