GENERAL TERMS AND CONDITIONS OF TICKET SALES (AKB) - Page 1/2

§ 1 - Ticket Sales

These terms and conditions (AKB) apply to both natural persons and legal entities (companies). All ticket sales are carried out exclusively by the "Organizer", Kitzbühel Ski Club (K.S.C.), on the basis of these terms and conditions. Deviations from these terms and conditions are only valid in writing after approval by the Organizer. In the following, the term "tickets" includes all types and all technical forms of purchased access authorisations, which must be kept ready for presentation during the entire duration of participation. Tickets are assigned to the respective purchaser (including contact and payment details) who is referred to hereinafter as "ticket customer". The "official ticket price" can be found on the Organizer's homepage: https://hahnnenkamm.com/ticket/

§ 2 – Admission to the Event Grounds

The General Conditions of Admission (AZO) of the event Organizers shall apply regarding admission to the event grounds. Possible changes and amendments - also those made at short notice - by the event and supervisory authorities must be observed. Tickets entitle the holder to one-time access to the event site and lose their validity when the holder leaves (except in the case of competitions with two runs per day, in which case the ticket entitles the holder to re-enter the event site after the end of the first run).

§ 3 – Event Risk

The Hahnenkamm Races are an outdoor event. Programme changes, postponement and cancellations are considered to be typical event risks. Tickets are valid for a specific date (<u>"race day"</u>), however they are not bound to a specific discipline (<u>"race programme"</u>).

§ 4 – Effectiveness

On ordering, the ticket customer receives information about these ticket sales conditions and the Organizer's Rules of Access. Upon payment, the ticket customer agrees to these AKB and AZO (current version on the Organizer's homepage: https://hahnenkamm.com/regeln/) without the requirement of separate confirmation. The ticket purchase shall then become effective upon full payment of the official ticket price by the customer. After receiving the tickets, the ticket customer is responsible for checking them for accuracy and completeness and for ensuring their safe storage. No compensation will be paid in the event of ticket loss, in particular unauthorised duplication and use of electronic tickets by third parties.

§ 5 - Ticket Allocation and Validity

The number of tickets available for sale is limited (per ticket customer and in total). The allocation of tickets and the technical transmission of tickets shall be carried out in accordance with the system and specifications of the Organizer. "Electronic tickets (QR code)" are used as access authorization for sales tickets. For admission to the event, the principle of first come, first served applies. This means that when the same (admission) ticket is presented, the ticket whose QR code was scanned electronically first is deemed to be the valid one. The customer is responsible for the safekeeping of purchased tickets.

§ 6 - Ticket Cancellation

The ticket customer may notify <u>ticket@hahnenkamm.com</u> of a ticket cancellation up to ten days before the day of the competition in question, stating contact and payment details (<u>="ticket cancellation"</u>). The electronic ticket will then be invalidated and the official ticket price of the Organizer will be refunded within two weeks (from the competition day in question) minus a 10% handling fee. No refunds will be made for ticket cancellations made nine days or less before the competition day in question.

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§ 7 - Early Race Cancellation

In the event of cancellation of the entire Hahnenkamm Races or individual race days (= race cancellation) at any time up to five days prior to the respective race day by the Organizer, an automatic refund of the official ticket price will be made to the contact and payment details of the customers concerned within two weeks of the race day in question, minus a 10% handling fee by the Organizer.

§ 8 – Late Race Cancellation and Programme Changes

Within four days prior to the respective competition day, no refund of the official ticket purchase price will be made in case of race cancellation, partial race cancellation, change of course, change of programme or programme postponement of the respective competition day, irrespective of whether this is due to weather conditions, force majeure, national mourning, etc. and whether this is decided by the competition jury, Organizer, authorities or landowner, etc.

§ 9 - Compensation for Damages

The Organizer shall not be liable for any costs incurred by the customer as a result of a possible cancellation of the training or race, partial execution, programme change or programme postponement (including compensation for damages such as travel costs, food, accommodation, etc.) or changes in services (e.g. change of grandstands, capacity reduction). There is no compensation in the event of ticket loss or ticket misuse.

§ 10 Data Protection

Data collected from the customer during the course of ticket sales shall be stored in electronic form by the Organizer and its electronic ticket service provider. This data is subject to the legally regulated data protection. It will only be used for the Organizer's own purposes and not passed on to third parties. The ticket customer accepts that media recordings of him/her may be made and distributed within the framework of the event, as well as the receipt of email information concerning the races, which may be cancelled at any time.

§ 11 – Marketing

Any promotional exploitation of the event or its trademarks with purchased tickets is prohibited. Exceptions to this rule, such as prize draws etc., are only permitted with special written permission from the Organizers. Any misuse will have legal consequences and the tickets in question will lose their validity.

§ 12 – Resale

Tickets may only be resold with explicit consent from the Organizers. The list of approved sales partners can be found on the Organizer's homepage: https://hahnenkamm.com/ticket/ If tickets are purchased via unauthorised third parties (such as online platforms), the Organizer assumes no guarantee or liability whatsoever, and such tickets shall be excluded from any ticket cancellation or refund.

§ 13 - Miscellaneous

Place of performance is Kitzbühel. Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The parties agree that the district court of Kitzbühel shall have exclusive jurisdiction over all legal disputes arising from these Terms and Conditions and the contractual relationship in question.