

General terms and conditions

1. General

These terms and conditions apply to all services provided by Schallaburg Kulturbetriebsges.m.b.H. Deviating conditions of the buyer (in the following also “customer”) only apply if Schallaburg Kulturbetriebsges.m.b.H. agreed in writing, and in advance of such deviating conditions. By placing an order, the buyer agrees to these terms and conditions and is bound by them. These terms and conditions are available on the Lower Austria State Exhibition website and can be saved by the customer, if required. The services offered by Schallaburg Kulturbetriebsges.m.b.H are considered leisure activities and must be delivered at a specific time or within a specific timeframe (leisure services).

2. Conclusion of the Contract

The customer’s order is a binding offer that becomes effective with the disclosure of all the data required by Schallaburg Kulturbetriebsges.m.b.H. All customer data transmitted during the order process will be handled confidentially and not passed on to third parties, unless the data is required for fulfilling the service (see Privacy Statement). Schallaburg Kulturbetriebsges.m.b.H. is free to, within 14 days of receiving the offer, either accept offers of tickets or goods, or to decline them by sending an explanation to the customer, particularly in the event of any price increases that may have occurred in the meantime, or by any error-related errors in sales brochures, price lists or other documentation. Schallaburg Kulturbetriebsges.m.b.H. is excluded from any liability for such price increases or errors.

3. Prices and payment

All prices are indicated as “gross prices” (incl. VAT), unless otherwise stated. Expenses incurred by shipping (postage and packaging) will be billed separately. Printing errors and individual price changes remain reserved. Potential import duties will be paid by the customer. The ticket or product price is immediately payable upon conclusion of the contract.

4. Print@HOME tickets

PRINT@HOME tickets (admission, tours, events) allows the customer to access the purchased service. By clicking the “zahlungspflichtig bestellen” [“order with obligation to pay”] button, the customer makes a binding purchase offer.

Payment can be made by immediate transfer or credit card.

Delivery of PRINT@HOME tickets takes place via email after payment, to the email address provided by the customer. It is the responsibility of the customer to use the appropriate software for opening and printing out the PRINT@HOME ticket.

The PRINT@HOME ticket is to be presented upon entry, as well as at any time upon request by admissions personnel. The customer is requested to print this ticket full page in A4 format. The ticket is

only valid in this format! Perfect barcode readability is a pre-requisite for admission to the purchased service. The barcode is only valid once.

The organiser assumes no responsibility or liability for misuse such as unauthorised duplication and, in the case of misuse, reserves the right to deny access to the event to all owners of tickets with an identical barcode. Likewise, the organiser reserves the right to demand the owner of the original ticket to pay the total value of each ticket that has been duplicated.

Returns or cancellations of PRINT@HOME tickets are not possible, the ticket may not be re-sold.

By purchasing a PRINT@HOME ticket, the visitor fully accepts the general terms and conditions and house rules of Schallaburg Kulturbetriebsges.m.b.H. The owner of a PRINT@HOME ticket fully agrees to the terms of the transaction, admission and payment.

5. Shipping / Delivery times

Shipping is at the expense and risk of the buyer. Resulting shipping costs within Austria will be charged. Goods will only be shipped abroad upon advanced payment. If the customer is an entrepreneur, he is obliged to immediately check his ticket and report any defects or risk loss of warranty rights.

6. Payment types

a) on site: Schallaburg Kulturbetriebsges.m.b.H. accepts cash and debit card (Maestro) payments.

Payment can also be made with the following credit cards: Master Card, American Express, Diners Club, Visa, JCB.

b) tickets and exhibition catalogues ordered by telephone or electronically (by email) will only be shipped after payment of an advance invoice. Shipping fees and postage are included in the price.

c) tickets and exhibition catalogues ordered from abroad will likewise only be sent after payment of an advance invoice.

7. Exclusion of the right to return and right to exchange

Admission and event tickets are excluded from returns, with the exception of event cancellations. There will be no refunds of purchased tickets. We reserve the express right to changes in the casting and programme and these are not considered a valid reason for refunding tickets.

8. Group bookings

a) Cancellation conditions

Group bookings:

- Cancellation up to 5 days before the event begins: no cancellation fees
- Cancellation up to 2 days before the event begins: Payment of 50% of the total booking amount
- Cancellation less than 2 days before the event begins: Payment of 100% of the total booking amount

b) Number of participants

Group bookings:

- Up to 1 week before the event starts, the expected number of participants must be declared.

c) Damage and loss

The booking organisation is liable to Schallaburg Kulturbetriebsges.m.b.H. for all damages and losses to the premises and outdoor areas, the exhibits, the property of Schallaburg, the employees, the guests or visitors to the Lower Austria State Exhibition, caused by the booking organisation, its employees or event participants.

e) Legal permits and fees

For any events not formally organised by Schallaburg Kulturbetriebsges.m.b.H., the booking organisation or customer is responsible for obtaining all required permits and/or paying all statutory fees in a timely fashion. All costs arising from registration, as well as any costs for the statutory presence of public bodies, shall be borne by the booking organisation or its customers.

9. Entitlement to benefits

The customer is only entitled to the service after full payment of the stated price. Until then, the ticket remains the property of Schallaburg Kulturbetriebsges.m.b.H. Delivered goods remain the property of Schallaburg Kulturbetriebsges.m.b.H. until full payment of the purchase price and shipping costs has been made. The offsetting of a customer's outstanding payment of the purchase price against Schallaburg Kulturbetriebsges.m.b.H. is not permitted. The customer is only entitled to the service after presentation of a valid ticket that has not yet been validated (torn).

10. House rules

The customer must comply to applicable house rules. Every valid ticket entitles one person to visit the specified exhibition, in compliance with the respective house rules. A valid ticket must always be presented upon request by supervisory staff. The customer may be removed from the exhibition, without refund, in the event of any violations to house rules or the above provisions.

11. Copyright and other protection rights, right to one's own image

Photography and filming is allowed in the exhibition, for private use only and unless otherwise stated, but without the use of flash, tripods and selfie sticks. We reserve the right to prohibit photography and filming of the exhibitions, or parts thereof, on a case-by-case basis. Photography and filming for commercial and research purposes requires permission.

12. Supervisory responsibilities

By purchasing a ticket, a visitor is not exempted from a duty of supervision in their capacity as carer for someone who is not legally competent, and they are liable for any damages that occur due to neglect of duties.

13. Place of fulfilment, choice of law and jurisdiction

The places of fulfilment are Bahngasse 27, 2700 Wiener Neustadt and Petersgasse 2a, 2700 Wiener Neustadt. Without prejudice to special responsibilities for consumers, the competent court in St Pölten shall be responsible for all disputes arising from or in connection to this contract. Austrian law is stipulated excluding its conflicts of international law provisions. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

14. Consumer protection information

Since the services offered are deemed leisure services according to consumer protection law, purchasers are not entitled to any special right of withdrawal from a contract concluded via distance selling or a contractual declaration made via distance selling.

15. Final provisions

Should individual provisions in these terms and conditions contradict any statutory provisions (e.g. the provisions of the Consumer Protection Act KschG), the remaining provisions nevertheless retain their validity. We reserve the right to amend our terms and conditions at any time.

Schallaburg Kulturbetriebsges.m.b.H.

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DVR: 3003861

Bank account:

HYPO NOE Landesbank AG

IBAN: AT93 5300 06452259204

BIC: HYPNATWW

General Terms and Conditions Schallaburg Kulturbetriebsges.m.b.H., as of August 2018