

TERMS AND CONDITIONS FOR PARTICIPATION – BUYER atb_sales 2018

1. Organiser

(1) The organiser of atb_sales 2018, hereinafter the Event, and responsible for handling the event and the visit is, with the exception of the programme taking place on Sunday 21 January 2018, for which the respective regional tourism organisations are solely responsible, is Österreich Werbung (Austrian National Tourist Office), Vordere Zollamtsstraße 13, 1030 Vienna, Tel. +43-1-588 66-0, Fax.: +43-1-588 66-20, austriatourism.com (hereinafter “Organiser”). The term “Buyer” is used in this document in place of the attendance category ‘Buyer’ and press and media representatives. The cancellation fee indicated under Point 3 “Withdrawal” does not include the category of press and media representatives.

2. Application and acceptance

(1) Acceptance for the Event as a buyer is dependent on prior registration on the website <http://atbsales.austriatourism.com>. Applications containing incomplete data, or subject to conditions or reservations are not accepted. By submitting the application, the Buyer confirms that he has taken note of these General Terms and Conditions for Attendance and has accepted the contents in full, and is applying with binding force to attend the event. The submission of the application does not give rise to an entitlement to be accepted for the Event. The Organiser reserves the right to reject any application which does not conform to the criteria indicated on the website <http://atbsales.austriatourism.com>.

Following receipt of the application by the Organiser, the Buyer receives an automatically-generated e-mail confirming receipt of the application. This e-mail alone does not constitute a confirmation of participation. The contract only comes into being with the sending of a written confirmation of participation by the Organiser, represented by the responsible ANTO Market Office, by post, fax or e-mail.

(2) Acceptance for the Event is on condition that all open and due receivables in relation to the Organiser's Event in

respect of the Buyer are settled. Acceptance of participation issued despite open and due receivables is given on the Organiser's part subject to the condition that these receivables are to be settled within the period set by the Organiser. In the event of non-timely settlement of open receivables, the Organiser shall be entitled at any time to withdraw from the contract.

(3) The Organiser is entitled to withdraw from the contract if the acceptance was given on the basis of false or incomplete information from the Buyer or if requirements for acceptance, as indicated on the website <http://atbsales.austriatourism.com>, later lapse on the Buyer's side.

3. Withdrawal

The Buyer is fundamentally entitled to withdraw from the contract. The withdrawal is to be advised in writing, via a recorded delivery letter, fax or e-mail to the respective regional office of the Organiser (ANTO Market Office). In the event of cancellation after 15 December 2017, the Buyer must pay the full attendance fee.

4. Relocation and changes to the Event, cancellation and termination of the Event

(1) The Organiser reserves the right to amend the start, the duration and/or the venue for cause, including after conclusion of contract. The Buyer may not derive from this a right of withdrawal or a claim for compensation.

(2) If the Organiser is forced for reasons for which it is not responsible or due to other circumstances beyond its control (such as *force majeure*, bomb threat, attack, etc.) to close or to lock parts of the events rooms or areas temporarily or even for a longer period, the Buyer shall not derive from this either a right of withdrawal or a claim for compensation or other claim.

(3) If the Event does not take place for reasons for which the Organiser is not responsible or due to other reasons beyond the control of the Organiser (such as *force majeure*, bomb threat, attack, etc.), the Buyer shall not derive from this either a right of withdrawal or a claim for compensation or other claim.

5. Photographic and sound recordings

The Organiser is entitled to arrange the taking of photographs, drawings,

interviews and film and video recordings of the activities at the event and the supporting events and to use same to advertise the Event and in press releases.

6. Use of data from atb_sales Buyers

The Buyer hereby declares that he consents to the data supplied regarding his company/his personal details in connection with the event being made publicly accessible.

7. Catalogue entry

The Buyer is obliged to take out a free entry in the official printed materials, insofar as these are produced by the Event. This free entry is undertaken even where there is no express order from the Buyer for this.

8. Liability

(1) The Organiser accepts no liability for technical faults and operational faults arising at short notice, or for other incidents impairing the event.

(2) For the activities planned by the regional tourist organisations [on Sunday 21 January 2018], the Organiser is only liable for the correctness of the entry published regarding this on its homepage and for the registration management it has undertaken. For anything beyond this it shall not be liable, and the Buyer is obliged to report possible defects or losses directly to the respective regional tourism organisation responsible for this, and to indemnify and hold harmless the Organiser in this regard.

(3) The Buyer further undertakes to similarly indemnify the Organiser and hold it completely harmless in respect of all damages to third parties (personal injuries or material losses) connected with the preparation, execution or handling of the Event, for which the Organiser is liable by reason of contract or legislation (in each case under some circumstances even regardless of fault) and which the Buyer (or his employees) or persons attributable to the Buyer have caused.

The Buyer's attention is drawn to the fact that in the Event premises and contemporaneously with the Event other events, of whatsoever kind, may be taking place, and that inspections and tours may also be undertaken in the rooms in which the Event and its supporting events are

being held, in such scope as is absolutely necessary, whereby the Organiser guarantees that the Event and its supporting events shall not be disturbed and impaired in their conduct.

(4) The Buyer acknowledges that (a) the Organiser is not obliged to take out insurance cover, and (b) the Organiser shall not take delivery of any shipments sent to the Buyer.

(5) The Buyer is liable to the Organiser for all direct or indirect losses and consequential losses and lost profits caused by him, his employees or other third persons or items attributable to him.

(6) In the course of the Event, Buyers will be offered the opportunity to participate in various activities. Participation in such events is a matter of choice for the Buyer. Accordingly, it is hereby clarified that, in the event of participation, the Buyer does so exclusively at his own risk, and without any liability on the part of the Organiser is particularly to judge for himself and ensure that he satisfies the necessary physical and health-related conditions for such activity.

(7) Liability on the part of the Organiser is similarly excluded in the event that a person accompanying a Buyer and who is excluded from the activities obtains unauthorised access to participate in the activities. In the event of a claim being made against the Organiser by an accompanying person, the respective Buyer undertakes to indemnify and hold harmless the Organiser in this regard.

(8) Regardless of the above (Clauses 6 and 7), the Organiser's liability in respect of the Buyer shall be limited to gross negligence and intent, to the exclusion of reimbursement of indirect losses, consequential losses and lost profits. Moreover, the loss cannot be claimed where it has not been claimed in writing to the Organiser within 6 months from the start of the loss. More favourable arrangements for the Organiser in these rules for participation remain unaffected by this.

(9) In the event of a claim against the Buyer by third parties for whom the Organiser is to indemnify the Buyer, the Buyer shall immediately inform the Organiser in writing of the said claim, shall

take all necessary steps to defend the claim and shall not reach any settlement or make payments without the Organiser's consent, failing which the Organiser's obligation to make compensation to the Buyer shall lapse.

9. Technical safety and fire prevention measures

(1) The Buyer is obliged to respect all regulations for the premises, for safety and for fire prevention for the area in which the Event is being staged, together with all other statutory regulations, and shall be liable for any losses arising through any breach of same.

(2) There is a ban on smoking throughout the area where the Event is being staged, except in the smoking areas expressly designated as such by the Organiser.

10. Failure to respect the terms and conditions for participation

In the event of a breach of these terms and conditions for participation by the Buyer, the Organiser shall be entitled to terminate the contract with immediate effect and to demand compensation.

11. Closing provisions and place of jurisdiction

(1) Changes, supplements and additions must be in writing. This also applies to any departure from this requirement for the written form. Verbal ancillary agreements are invalid.

(2) The Buyer's general standard terms of business are expressly not acknowledged, without exception. They shall moreover not be applicable even where written documents or declarations by the Buyer make reference to them.

(3) Should individual provisions of the contract or of these terms and conditions for participation be or become unenforceable, this shall not affect the enforceability of the remaining provisions. In this eventuality, the parties shall replace the invalid provision with a valid provision coming as close as possible to the economic purpose of the invalid provision.

(4) The applicability of Austrian law is agreed for the contract, with exclusion of the United Nations' agreement regarding Contracts for the International Sale of Goods of 11 April 1980 and exclusion of the conflict-of-law rules of the IPRG

(Austrian international private law act). The place of performance for both contractual parties is Vienna.

(5) The authority of the competent court in Vienna is agreed for possible disputes arising out of or in connection with this contract.