

All deliveries and services by Wiener Konzerthausgesellschaft, in particular the sale of tickets for events organised by Wiener Konzerthausgesellschaft itself, are provided on the basis of these terms and conditions of sale and subscription.

For rental events ("Mietveranstaltungen"), the organiser commissions and authorises Wiener Konzerthausgesellschaft, acting on behalf of and for the account of the organiser, to arrange the sale of all or some tickets, to process payments in this context and, if applicable, to perform other tasks associated with the event. For rental events ("Mietveranstaltungen"), the purchaser enters into a legal relationship with the organiser. Further information on rental events ("Mietveranstaltungen") can be obtained from the Ticket & Service Centre or the respective organiser.

# **Ticket bookings and purchases**

are binding in all cases. Unfortunately, it is not possible to reserve tickets or return tickets that have been purchased or ordered. For sold out concerts, tickets can be resold on commission for a fee of 10%. For subscriptions and packages, please refer to the specific terms and conditions for subscriptions and packages below.

# Advance ticket sales

Information about the start of ticket sales or extended advanced ticket sales for individual concerts can be found on the event page of your chosen event. You can also choose to receive an email reminder for the start of ticket sales.

For members of Wiener Konzerthausgesellschaft, ticket sales for events organised by Wiener Konzerthaus start at least seven days before the general sale.

# **Telephone ticket sales**

Tickets can be purchased over the phone by credit card. Tickets can be collected from the Ticket & Service Centre before the start of the event. If the tickets are not collected and this is not due to force majeure or other reasons attributable to us, the purchase price will not be refunded.

#### Print@home tickets and mobile tickets

Please note the following information for the safe use of your print@home tickets or mobile tickets: Print@home tickets and mobile tickets have a unique identifier. Therefore, please keep your printouts or files in a safe place and protect them from unauthorised access by third parties. When entering an event, the first print@home ticket or mobile ticket used with a unique identifier is the valid ticket. The principle of first admission applies. Subsequent tickets with the same identifier will automatically be cancelled when the first ticket is used for entry. This entry rule shall only apply if the reasons for the cancellation of subsequent tickets are not attributable to Wiener Konzerthausgesellschaft or if Wiener Konzerthausgesellschaft is not otherwise responsible for the cancellation.

#### **Postal delivery**

Purchased goods and tickets can be sent by post (with the exception of goods and tickets purchased over the phone). They will be dispatched once payment has been received.

# **Collection from the Ticket & Service Centre**

Purchased goods and tickets can also be held at the Ticket & Service Centre for collection. We reserve the right to only issue them once the purchase price has been paid in full, including all related fees and charges. The deadline for ticket collection can be found on your receipt.



# Right of entry to the event

You shall only be granted right of entry to the relevant event once full payment has been made for the ticket purchased, including all related fees and charges.

Wiener Konzerthaus meets its obligation to grant entry to the event, thus discharging all debt, when first presented with a ticket. Wiener Konzerthaus is entitled to refuse entry to persons who present a ticket if, as a result of incomplete payment for the ticket, they have not acquired the right to attend the event. This also applies if a payment previously made is subsequently revoked.

# Right of withdrawal when purchasing tickets, subscriptions and packages

In accordance with section 18, paragraph 1, clause 10 of the Austrian Distance Selling Act (FAGG), there is no right of withdrawal with respect to services that are provided in connection with recreational activities insofar as a set date or period is contractually provided for by the operator for the fulfilment of the contract. In accordance with section 4, paragraph 1, clause 11 of FAGG, we hereby inform you that there is no right of withdrawal with respect to the purchase of tickets, subscriptions and packages.

Please refer to the information below regarding the right of withdrawal for other online purchases.

#### Resale

The commercial resale of tickets is prohibited without the prior written consent of Wiener Konzerthausgesellschaft. This includes the commercial offering of tickets publicly, in particular via internet auctions and online platforms. Wiener Konzerthausgesellschaft reserves the right to refuse future ticket purchases by individuals who engage in the unauthorised resale of tickets, to cancel existing tickets without replacement, and to take further legal action through the courts.

# Warranty

The statutory warranty conditions apply.

#### **Privacy Statement**

Your data is processed for the fulfilment of contracts and the implementation of pre-contractual measures, for meeting statutory requirements and for safeguarding legitimate interests. Further information on data processing, storage period and your rights can be found in our Privacy Statement (konzerthaus.at/dse).

**Data processing at cooperative events:** At events that Wiener Konzerthausgesellschaft organises in cooperation with the Wiener Symphoniker, Klangforum Wien, Musikverein Wien Modern or other cooperation partners (see notes on online purchases or in the "Konzerthaus Nachrichten" magazine), your data will be processed by both cooperation partners. In these cases, your right to information, rectification, erasure and your right to object will be valid in relation to both cooperation partners. Further information can be found in our Privacy Statement (konzerthaus.at/dse).

# Alterations

The information on our website is updated on a daily basis. Any alterations of which we are informed in good time will be included in the "Konzerthaus Nachrichten" magazine. We will notify you of any substantial alterations in writing via the email or postal address you have provided to us. To ensure that all visitors can be informed of any alterations, please only book tickets under the names of the persons who will be using them.

#### **Concert cancellations**

If a concert has to be cancelled, a replacement concert is normally offered. If you do not wish to accept this offer, please return your tickets to the Ticket & Service Centre. Ticket holders will receive a full refund for the cost of the ticket. Further claims against Wiener Konzerthausgesellschaft are excluded if the cancellation is not due to the fault of Wiener Konzerthausgesellschaft. This applies in particular to the refund of travel and accommodation expenses.

#### Wheelchair spaces

At each event, there is an allocation of wheelchair accessible spaces, subject to specific conditions, for visitors who require one.



When purchasing individual tickets, wheelchair spaces must be booked in advance, up to one week before the event. There is a seat available in the immediate vicinity for an accompanying guest, subject to specific conditions. To order a ticket for a wheelchair space online, go to Programme & Tickets, find your chosen event, click on "Purchase tickets" and then on "Order wheelchair space" in the price categories. If the icon and lettering are not displayed, there are no more wheelchair spaces available for the event.

When ordering a wheelchair space subscription, the subscription price includes a companion ticket. If no companion ticket is required for the subscription, the price will be reduced accordingly. Please tick the relevant box during the ordering process.

# Photography, video and sound recording

are not allowed during the performance.

#### **Retention of title**

All items purchased remain the property of Wiener Konzerthausgesellschaft until the purchase price and all related costs and fees have been paid in full.

#### **Payment methods**

The following payment methods are available for online purchases:

SEPA Direct Debit mandate: You authorise Wiener Konzerthausgesellschaft (1030 Wien, Lothringerstraße 20; Creditor ID: AT24ZZZ00000028216) to debit your account for the amount due. At the same time, you instruct your bank to debit your account with the amount collected. Note: You can claim a reimbursement of the amount debited within eight weeks, starting from the date on which your account was debited. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. The amount due will be debited.

Credit card: Visa, Mastercard, Diners Club, American Express, JCB. The amount due will be debited from your credit card.

**For written orders**, payment can be made by SEPA Direct Debit mandate, credit card, bank transfer (online banking/payment slip) or in person when collecting from the Ticket & Service Centre. We accept card payments on site. There is also an ATM available outside the building.

For telephone sales, payment can only be made by credit card.

# Special provisions for the purchase of memberships

As a member of Wiener Konzerthausgesellschaft, you enjoy a variety of benefits and discounts. You can find a detailed summary of these benefits on our website under the individual membership types (konzerthaus.at/mitgliedschaft). Your membership also represents a special connection with the artistic programme and goals of Wiener Konzerthaus. The membership fee always covers one season (1 September to 31 August).

Existing memberships automatically renew for one season until cancelled. If you do not want to renew your membership for the upcoming season, please send us written cancellation.

# Special provisions for the purchase of subscriptions and packages

When purchasing subscriptions and packages, please note (in addition to the specific conditions mentioned for individual points above) the following information:

#### Order and duration of processing

Orders are processed in the order in which they are received and according to the available seating. Subscription renewals received by 22 April 2025 are processed as a priority over new subscription requests. As a general rule, your order will be



processed within 3-4 weeks of receipt. If your subscription request cannot be processed within this period for organisational reasons (in whole or in part), we will notify you of this in writing. Your order remains valid until executed or cancelled.

# Subscription renewal ("Stammplätze")

Your subscription seats from last season are reserved until 22 April 2025 (receipt of order). Your order should arrive by this date if you wish to renew your subscription. Since subscription renewals are processed as a priority, please ensure that you check the box marked "Renewal" ("Fortsetzung") or "Accept offer" ("Angebot annehmen") during the online ordering process or on the subscription order form, even if you are ordering a different number of subscriptions or changing the price category. For the cycles VK, MST, VIR, GM, CUV, PP, G, KL, MH, AH, PI, CO, SOC and VWS as well as in all optional extra concerts, special cycles and replacement cycles, it is not possible to retain your seats or to reserve your subscription from the previous season.

# Seating preferences

The price categories for your preferred seats can be found on the relevant seating plan. These are provided on our website for each individual cycle. We assign adjacent seats as far as possible. We will do our best to accommodate your seating preference, but please keep in mind that many seats are already reserved for existing subscription holders. To make your choice easier, we have marked the price categories that typically sell out to existing subscription holders with an asterisk.

# Additional subscription orders

If you make additional orders at a later stage, please add a note stating "Follow-up order" ("Nachbestellung"). This helps us to process your order as quickly as possible.

# Youth subscriptions

A youth membership is required for youth subscriptions. A membership is available to anyone born after 1 September 1995. Please make sure to complete the "Date of birth" ("Geburtsdatum") box. If a

youth membership for the 2025/26 season has not already been applied for, you will automatically be charged for one when ordering a youth subscription. If youth subscriptions are ordered together with other subscriptions, please place a separate order for each youth member or state the name and date of birth of the youth member when ordering. An allocation of subscription tickets is available for youth members in all cycles (excluding the cycles CUV, KB, G, KL, MH, AH, PI, CO, SOC and VWS). Tickets are priced at 18 euros. There is no entitlement to a regular seat. Only one youth subscription is sold per youth member per cycle; the subscription is non-transferable. If the ticket is used by someone else, the difference between the youth price and the normal price must be paid. Members should bring their membership card and photo ID when attending events.

# **Overlaps**

By ticking the box "no overlap of concerts" ("keine Überschneidungen erwünscht"), you will avoid receiving tickets for a concert twice if this concert features in two of the cycles you have ordered. In this case, the total price of one of the two cycles will be reduced accordingly.

# Schedule clash

If there is a date clash between concerts in different cycles, you can exchange the tickets for one of these concerts from 1 August 2025 (but no later than three weeks before the performance) for another concert of your choice that is already on sale (subject to ticket availability). The value of your subscription tickets will be offset against the purchase price of the new concert tickets (same or better price category).

# Special provisions relating to the right of withdrawal

For all purchases, excluding the purchase of subscriptions, packages and tickets, you have the right to withdraw from this contract **without giving any reason**. You can exercise the right of withdrawal **within 14 days** from the day on which you or a third party designated by you, who is not the carrier, took possession of the goods.

In order to exercise your right of withdrawal, you must inform us (Wiener Konzerthausgesellschaft, Lothringerstraße 20, 1030 Wien, Fax: +43 1 24200-110, Email: ticket@konzerthaus.at) of your decision to withdraw from this contract by means



of a clear statement (e.g. a letter sent by post, fax or email). You can use the **sample revocation form** available at konzerthaus.at/widerrufsformular, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

# Effects of withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you, including processing costs, without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly stated otherwise. In any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

# Applicable law

Substantive Austrian law applies to the legal relationship between Wiener Konzerthausgesellschaft and its contractual partners.