

General Terms and Conditions of Projekt Spielberg GmbH & Co KG for Cashless Payment with the Projekt Spielberg Cashless System

The Projekt Spielberg Cashless System is an electronic payment system that takes the form of a payment-only card with RFID chip (cashless card) provided by Global Event Technologie GmbH & Co KG, A-5400 Hallein, Neualmerstraße 37, (hereinafter "GET"). It is distributed in the name and for the account of Projekt Spielberg. The following Terms and Conditions of Business shall apply between Projekt Spielberg and the cardholder with respect to the use of the electronic means of payment.

1. Contract relationships

- (1) By obtaining or recharging the cashless card, the cardholder automatically enters into a contract relationship between him/her and Projekt Spielberg with respect to the use of the card as a means of payment. This contract is concluded according to the following terms and conditions.
- (2) The sale of tickets as well as the booking of accommodation, driving experiences and merchandising products are all the subject matter of separate agreements with Projekt Spielberg, to which separate General Terms and Conditions of Business of Projekt Spielberg GmbH & Co KG apply.
- (3) Projekt Spielberg may involve third parties in the performance of the services to be provided by Projekt Spielberg within the scope of the agreement.
- (4) The cashless card is issued as a non-personalized card but can be personalized by the cardholder. The cashless card must not be used for illegal purposes. A personalized card may be passed on exclusively in line with the General Terms and Conditions of Business. Other than this, a card may be passed on only if the cardholder explicitly points out the applicability and the content of these Terms and Conditions of Business to the new cardholder, and if the latter approves of the application of these Terms and Conditions of Business to his/her relationship with Projekt Spielberg.
- (5) The procurement of services of partner companies of Projekt Spielberg that are also eligible for payment with the cashless card results in the establishment of a separate contractual relationship between the cardholder and the partner company.

2. Scope of services

- (1) The cashless card authorizes the cardholder to take advantage of cashless payment at designated points of sale for purchases from Projekt Spielberg and - on event days approved for by Projekt Spielberg for the use of the card – also from partner companies. Each payment transaction shall have the effect of reducing the amount credited to the card by the amount of the payment. Once the payment procedure is concluded, a revocation of the payment is impossible.
- (2) Projekt Spielberg does not accept any liability for the provision of services offered by partner companies, which can be settled with the card.

3. Acquisition

- (1) The cashless card is available through Projekt Spielberg at designated points of payment within the site.
- (2) The card only authorizes the holder to dispose of the amount credited to the card.
- (3) As a general rule, the card can only be issued with a minimum amount of EUR 0.00. Projekt Spielberg may change of the minimum issue amount unilaterally at any time.

4. Recharging

- (1) The card is issued with or without initial credit. The card can be (re)charged. It can be charged with cash at the designated points of payment within the site during the opening times. The card can't be charged with a cash card or a credit card (Visa Card, Master Card, VPay). The cardholder can only use his/her card up to the available credit balance.
- (2) No minimum charging amount applies. The upper limit for charging is EUR 1,000.00.
- (3) Credit balances do not bear any interest.

5. Card deposit (for issued cards until 27.03.2019)

- (1) The card deposit is EUR 3.00 and was deducted from the credited amount until 27.03.2019 when the card was first charged.

- (2) The card deposit will be refunded exclusively if the cashless card is returned to a point of payment installed on site by Projekt Spielberg. A refund by means of online repayment is excluded.

6. Activation fee (for first recharges as of 28.03.2019)

As of 28.03.2019, an activation fee of EUR 1.20 will be deducted from the credit charged when the cashless card is first recharged. The activation fee will not be refunded if the amount is paid out.

7. Term of validity

The card is valid as long as Projekt Spielberg is contractually permitted to use the cashless system of Global Event Technologie GmbH & Co KG. Upon termination of this contract, it is not possible to use of the cashless card any more, but the holder may request to have the charged credit paid out to him/her.

8. Repayment of credits

- (1) The cardholder may have the nominal value of the card credit, if any, paid out to him/her in coins and bank notes. In addition, repayment by means of a transfer to an account is possible through the GET portal. In the case of such a transfer, reasonable transaction costs will be deducted from the card credit. A domestic transfer can take up to 8 working days. In the case of a transfer to a foreign account, Projekt Spielberg reserves the right to also deduct the accruing processing/service fees from the card credit. Depending on the country, the transfer may take several days or even weeks.
- (2) A repayment in cash is possible at the designated points of payment on the premises of Projekt Spielberg during normal business hours. Partner companies do not make repayments.
- (3) If the memory chip or the card's printed unique ID is damaged due to improper use (e.g. perforation of the card, breaking of the card), the remaining credit balance cannot be repaid unless the cardholder is able to provide proof of the balance still credited to the card.

9. Complaints and assertion of objections

- (1) Complaints concerning the contractual relationship between the cardholder and the partner companies shall be clarified with the partner companies directly. They do not affect the deduction of the consumed amount from the credit balance of the card.
- (2) Any and all complaints concerning the card may be addressed to the designated points of payment within the site or to Projekt Spielberg.
- (3) The cardholder shall check the credit balance of the card on the display of the payment device. Any objections, if applicable, must be asserted straight away.
- (4) If monetary benefits can be shown to have fallen to the cardholder as a result of processing or operating errors, then the cardholder is not entitled to spend this money. Projekt Spielberg reserves the right to correct these errors as soon as they become apparent.

10. Diligence requirements, loss and abuse

- (1) The cardholder shall apply a special degree of diligence to protect the card – if applicable by keeping it in a separate data protection envelope – and prevent its misuse.
- (2) The cardholder shall bear the risk of loss and of any misuse attributable to him/her. The points of sale and points of payment do not check whether the cardholder is the rightful owner of the card.
- (3) The cardholder may freeze personalized cards.
- (4) If the cardholder discovers the loss or theft of his/her personalized cashless card, or if he/she becomes aware of the misuse or any other unauthorized use of the cashless card or card data, he/she shall immediately report this to a point of payment (stop notice). In this context, the cardholder must indicate his/her card number.
- (5) The cardholder shall promptly report each and every theft or misuse to the police.
- (6) Projekt Spielberg will press criminal charges if there is any suspicion that offences liable to criminal prosecution may have been committed. Projekt Spielberg reserves the right to assert civil law claims.

11. Liability

- (1) Projekt Spielberg does not accept any liability for the loss or theft of cashless cards.
- (2) Projekt Spielberg does not offer any guarantee for the quality, suitability and completeness of the services of partner companies paid for with the card.

- (3) If the cardholder loses his/her personalized card, if it is stolen or otherwise lost, and if this results in an unauthorized use of the card, then all losses caused until the stop notice is received, up to the amount credited to the card, shall be borne by the cardholder. In this context it is irrelevant whether the cardholder is in any way at fault for the loss or theft of the card.
- (4) The cardholder is not liable for losses pursuant to paragraph (3) if he/she has been unable to deliver the stop notice because Projekt Spielberg has failed to ensure the availability of a means for acceptance of such a stop notice, and if the loss can be demonstrated to be attributable to this circumstance.
- (5) If the cardholder loses his/her non-personalized cashless card, if it is stolen or otherwise lost, and if this results in an unauthorized use of the card, then all losses caused up to the amount credited to the cashless card shall be borne by the cardholder. In this context it is irrelevant whether the cardholder is in any way at fault for the loss or theft of the card.
- (6) If Projekt Spielberg played a part in the occurrence of the loss by having acted with gross negligence or by having intentionally violated its obligations, then Projekt Spielberg shall be liable for the occasioned loss to the extent of its contributory negligence.
- (7) As soon as Projekt Spielberg shall have been notified of the loss or theft of the cashless card, its misuse or any other unauthorized use of the cashless card within the meaning of these General Terms and Conditions of Business (item 9 (4)), Projekt Spielberg shall assume the responsibility for all losses caused by a use of the card subsequent to the time of notification. The liability of Projekt Spielberg is limited to the amount credited to the card. If the cardholder acts with fraudulent intention, he/she shall also be responsible for the losses arising after the stop notice.

12. Data use and protection

The cardholder expressly agrees and acknowledges that Projekt Spielberg will store his/her personal data. Furthermore, the cardholder agrees that data collected within the scope of this purchasing agreement as well as data collected in connection with his/her visit of a Projekt Spielberg establishment or event may be used, within reasonable bounds, for information on products or services of Projekt Spielberg GmbH & Co KG and also for advertising of sponsors and partners of Projekt Spielberg GmbH & Co KG. For this purpose, it is permissible to establish contact with the cardholder using the collected

data. The cardholder may amend or revoke this declaration of consent at any time by mail, without the need to give any reasons. For further information www.projektspielberg.com/api/privacy?lang=en.

13. Amendments of the terms and conditions

The cardholder shall be notified of any amendments of these General Terms and Conditions of Business in the Internet on the homepage of Projekt Spielberg before their entry into force. The cardholder shall be deemed to have consented to the amendments if he/she does not communicate his/her rejection of the amended General Terms and Conditions of Business within one month after their announcement, but in any case before the date when these amendments become effective. Projekt Spielberg shall point out in the announcement that a failure to reject the amendments is tantamount to consent.

14. Applicable law, venue

The laws of the Republic of Austria shall apply. If the cardholder does not have a general place of jurisdiction in Austria, the venue shall be the registered office of the card issuer.