



## Terms of Service

### §1 - General

- (1) The following terms of service govern the contractual agreement between participants or visitors („visitors“) and Bronies Austria at EuroBronyCon („event“) hosted by the last-mentioned.
- (2) They also apply to vendors, volunteers, exhibitors and contributors if no differing specific terms are given.
- (3) All rooms, areas, outdoor areas and buildings in which the event takes place are referred to as “venue”.
- (4) Any other terms or instructions of the proprietor, owner or custodian of the venue (“host“) remain unaffected by and override these terms.

### §2 - Entry, Tickets and Program

- (1) Entry to the venue is only granted with a valid ticket.
- (2) Ticket fees and payment regulations will be provided on the website of the related event or per posting at the cash desk or entry. (3) Ticket fees may vary over time due to management reasons or due to exclusive discounts. Changed fees are not valid for already purchased or ordered tickets.
- (4) Special fees may be charged for special program items or offers. These fees will be announced on the website of the respective event or by posting.
- (5) Tickets can be upgraded to a more expensive ticket category by paying the difference between the ticket already owned by the applicant and the desired ticket as long as the desired ticket is still available. The original ticket that was upgraded turns invalid after the upgrading process.
- (6) Free cancellations or downgradings of tickets are possible up to 2 months prior to the event.
- (6a) Bronies Austria defines and announces payment terms and methods. Bronies Austria may raise extra fees for other individual payment methods.
- (6b) If not explicitly mentioned otherwise, tickets will only be delivered in PDF format via email as a download link. This digital ticket will be changed for a badge at the event’s reception. Visitors have to ensure that they give a correct and usable email address and check their inbox as well as their junk and spam folders. Bronies Austria is not obliged to send tickets via mail or to search for a correct email, if the given email address of the visitor is not usable or correct.
- (6c) When using automatic payment processing, the ticket will be delivered right after the payment has been processed. If the visitor chooses bank wire transfer, the digital ticket will be sent within 14 days.
- (6d) Ticket sales at the box office are subject to availability. Prices will be announced at the box office. Bronies Austria will and can not guarantee that tickets will still be available.
- (6e) Tickets are personalized and may not be handed over to third persons. Transmissions are possible on request.
- (7) Underage visitors, who are under the age of 14, have to be accompanied by a legal guardian or a parent. Adolescent visitors between 14 and 16 years of age have to be accompanied by a legal guardian or parent if they want to stay after 10:00 PM. Children under the age of 12 have free entry, but they have to be accompanied by a legal guardian. Named legal guardian has to buy a ticket by her- or himself.
- (7a) Some areas of the event might be restricted for visitors under the age of 18. Bronies Austria is going to do age verification for these areas according to operational demands.
- (7b) Entry to areas or the event by itself in regards to the mentioned restrictions in §2 (7) and §2 (7a) can be prohibited by Bronies Austria if the visitor is not able or does not want to provide valid information about her or his age.
- (7c) Bronies Austria might regard a given document that mentions the visitors age as invalid, if the provided document is not a commonly accepted photo ID like a passport, drivers licence or identity card.
- (8) The program of the event will be published as soon as possible and is subject to changes. Certain items may be cancelled or changed due to organizational reasons.
- (9) A change or a non-essential shortening of the event program or a cancellation of single guests or contributors does not lead to a right of withdrawal. Such right is granted if the overall program or event experience is heavily interfered by a change.
- (10) Verified volunteers, panelists, musicians and other contributors are entitled to receive a free ticket (“Contributor-Ticket”).

## **§2a - Merchandising and Sponsoring, Sales, Fundraising**

- (1) Bronies Austria sells in the context of this event (except regular tickets)
  - merchandising goods directly at the event or online (as part of a ticket).
  - a community support ticket ("Community support option") without the right of access to the event.
  - goods or ideational services via fundraising plat-forms.
- (2) Bronies Austria raises funds via fundraising platforms to support the event.
- (2a) If goods are sold via fundraising platforms, the terms and conditions of the platform apply additionally.
- (3) Community support tickets without the right of access ("Community support option") are being sold via the ticket shop. The buyer only receives the described perks, the ticket includes no right of access to the event.
- (3a) The funds raised with the Community support tickets are used to give away free tickets for people who register for the "Community support program"
- (3b) Visitors who register for the "Community support program" are able to receive a free "Standard Ticket" for the event by random chance.
- (3c) The "Community support program" is meant for people with financial problems or very low income and is not supposed to be applied for if the applicant is able to afford a ticket.
- (3d) Applicants of the "Community support program" agree that their Nicknames can be provided to people who bought the "Community support option"
- (4) A purchase agreement is concluded for which the regulations of the Austrian Law apply.
- (5) If product pictures are being shown, these may only be taken as a draft. The actual product may differ in design. Withdrawal is not possible because of differences in the actual product design.
- (5a) Merchandising and sponsoring goods are being produced according to request after the campaign and handed out on the event. If shipping is requested, the goods will be shipped within 14 days after the event.
- (5b) If the subject of the agreement is the publishing of a name or graphic provided by the buyer, Bronies Austria may change the depiction or refuse the service, if the depiction
  - violates the law or public morals,
  - would require high technical effort or
  - is not possible because necessary data or files are not provided. In this case, no right of withdrawal or refund is granted.
- (6) If goods cannot be delivered on time due to production or delivery issues, Bronies Austria may withdraw from the purchasing contract and fully refund the purchasing price.
- (6a) Goods that are sold as a part of a ticket will be reasonably refunded if the circumstances of (6) apply.

## **§3 - Rules of Conduct**

- (1) Orders by Bronies Austria, volunteers and the host must be followed.
- (2) No weapons, dangerous items, illegal drugs or weapon replicas may be carried along at the venue.
- (3) No forbidden or offensive symbols or media are allowed at the venue.
- (3a) Explicit content ("NSFW") is restricted to the provided permissions, areas and times given by Bronies Austria
- (4) Marked emergency exits or hall-and doorways may not be blocked. The function of and access to fire protection facilities may not be impaired.
- (5) Respectively marked areas and the stage areas may not be accessed without allowance of Bronies Austria.
- (6) Other people may not be offended or harassed. Everyone is asked to respect the privacy of guests and contributors, especially when making sound or image recordings.
- (7) Waste must be deposited into the respective bins. Everyone is asked to keep the venue clean.
- (8) Any food and drinks except water is forbidden in halls and rooms that are equipped with sensible technical equipment or cushioned chairs.
- (9) Animals may not access the venue. This does not apply to companion animals (e.g. guide dogs for the blind).
- (10) In the case of medical emergencies, acts of violence or other incidents, Bronies Austria or the host must be informed immediately.

## **§3a - Restrictions**

- (1) Third persons who are not acting on behalf of a public authority and who intend to access the venue for the purpose of advertising, investigations, surveys, raising data, filming, photograph or similar activities, need to register to Bronies Austria before accessing the venue.
- (2) Named registration must include information on the principal, the intended activity and its exact purpose and occasion as well as any party raised data or records will be passed on to. Additionally, an official photo ID has to be shown upon request.
- (3) In case of a violation of the compulsory registration according to (1) or false or incomplete information against (2), a contractual penalty is claimed which should siphon off any financial outcome of the violating activity.
- (4) The regulations according to §3a (1) to §3a (3) do not apply to persons, who only act by personal and non-commercial interests and are not acting within the scope of application of the General Data Protection Regulation (esp. hobbyist photographers).
- (5) Any kind of advertisement at the event needs to be accepted by Bronies Austria.

#### **§4 - Consequences of Rule Violations**

- (1) Bronies Austria may exclude violators from the event and/or future events.
- (2) Bronies Austria may ask the host to post a house ban for the duration of the event or even longer.
- (3) In case of a house ban or exclusion, the ticket or any other fee will not be refunded.
- (4) Bronies Austria may additionally claim compensation for financial or reputational damages. Claims of the host are not affected.
- (5) In case of criminal offenses, especially acts of violence, a criminal charge will be filed.

#### **§5 - Sound, Image and Video Recordings**

- (1) Bronies Austria may produce sound, image and video record during events. These records may be broadcasted, published and used later.
- (2) Bronies Austria also may allow others to take, use, broadcast and publish records during an event.

#### **§6 - Data Privacy**

- (1) To make the event happen, certain data is raised on a voluntary basis, especially when buying a ticket.
- (2) Bronies Austria is authorised to process personal data provided to any official application of the event.
- (3) Bronies Austria may use these personal data
  - for handling and processing of tickets,
  - within the application and processing procedure,
  - to push claims based on this contractual relationship and
  - to enforce and collect demands according to these terms and conditions.
- (4) Bronies Austria may also use anonymized data for internal analysis and controlling.
- (5) Bronies Austria may also use email addresses raised when buying a ticket to send information on the event or ask to take part in surveys. The visitor may revoke the last-mentioned agreement at any time.
- (6) Bronies Austria only forwards data due to legal responsibilities or to help enforcing claims of the host or other victims.
- (7) Data will be kept as long as they are needed for the respective business, at the longest for 10 years.
- (8) The data security policy of Bronies Austria applies and is acknowledged by using the offerings of Bronies Austria. Besides, the regulations of the Austrian Federal Data Security Law (Datenschutzgesetz) apply.

#### **§7 - Documents**

- (1) Tickets, vouchers and order confirmations have to be kept and shown to Bronies Austria or the host when demanded.
- (2) Bronies Austria will take no responsibility for and will not refund lost, damaged or unreadable documents except in cases of culpability.
- (3) In case of theft or loss, order confirmations may be cancelled and replaced until 1 working day in advance of the event.
- (4) Duplicates of digital documents (digital tickets) may be requested for free via the ticket shop. The functionality is being described on the website.

#### **§8 - Legal Disclaimer, Lost and Found**

- (1) Bronies Austria does not take any responsibility for damages of any kind, especially personal injury, material damage, theft or loss during and relating to the event.
- (2) Lost and found items that have been lost during the event will be handed over to the host or the local authorities. If this is not possible, they will be kept for one year and thereafter become property of Bronies Austria. Bronies Austria holds no responsibility for loss or damage of lost and found items. The owner has to bear the costs of restitution and return of lost and found items, especially shipping costs. Bronies Austria is not obliged to search for the owner of an item.
- (3) The disclaimer according to §8 (1) does not apply in case of culpable or gross negligence behavior of Bronies Austria.
- (4) If the event is cancelled, already paid ticket fees will be refunded within 2 weeks after the cancellation is announced. Discounts will be considered.
- (5) In case of a cancellation as named in §8 (4), refund of any other costs, especially hotel, travel or cancellation costs, is excluded.

#### **§8a - Complaints**

- (1) Irregardless of the terms and conditions of payment or service providers, complaints have to be sent to Bronies Austria via the official email address of the event (info@bronycon.eu).
- (2) Complaints regarding data protection or equality as well as requests for information on saved and processed data should also be sent to the official email address of the event (info@bronycon.eu).
- (3) In case of a complaint towards a payment or service provider, Bronies Austria may cancel orders and withdraw a cancellation fee if the visitor or buyer does not cooperate or provides no means of contact and no delivery address (see §2(6b)).

## **§9 - Vendors**

(1) Visitors are only allowed to sell goods or service if they are registered as a Vendor and received a sales permission. Visitors can apply for a sales permission using the "Vendor Application", that will be granted based on individual evaluation by Bronies Austria. For the sales permission, a fee is charged according to the amount of space (tables) that the applicant needs. The associated pricing will be announced on our website. For single services or provided material, an additional fee may be charged.

(1a) The sales permission does not count as a ticket for the event and is only transferable upon request.

(1b) Vendors have to inform Bronies Austria about what they are selling in order to receive a sales permission. The sales permission can be withdrawn if unauthorised goods or services are sold.

(1c) Sales permissions for goods that could be regarded as explicit content ("NSFW") are restricted to special permissions, areas and times given by Bronies Austria.

(1d) Bronies Austria decides if the goods of a vendor apply to the named terms and may prohibit the sale of certain goods.

(1e) An additional sales permission might be granted by request, if the applicant wants to share the same table with another vendor.

(1f) Information booths that are promoting other Brony conventions or meetups and do not sell any goods or service except tickets to the event(s) that is/are promoted are subject to special regulations and a sales permission might be granted without the mentioned expenses in §9 (1).

(2) Vendors have to assure that they are acting according to austrian law in regards to their participation as a vendor during the event.

(2a) Vendors are solely responsible for their own legal and tax affairs.

(2b) Vendors have to keep track about what and how much they are selling.

(3) Selling goods or service is only allowed within the allocated areas and times given by Bronies Austria. Entry to the venue and setup are only possible within the scheduled times.

(4) Sales permissions cannot be returned or refunded.

(5) The provided goods and services must respect copyright regulations. The vendor has to assure compliance with copyright regulations and is solely liable for any consequences.

(6) Selling any goods which contain prohibited symbols is forbidden. This also applies for advertising or initiating services such as commissions as well as declaring to be willing to deliver such goods and services.

(7) The decision is not subject to legal recourse. By applying, the vendor expresses his or her consent with a discretionary decision and refrains from any indemnification for futile expenses or loss of earnings in case of a rejection.

(8) There is no guarantee for a certain booth or area. Bronies Austria assigns booths and areas to its own discretion and according to operational demands.

## **§10 - General Terms**

(1) Austrian (civil) law applies.

(2) If one term is or becomes void, it will be replaced by the legal regulation. The other terms may not be affected.

(3) Bronies Austria may update this terms of service. If a visitor does not refuse to accept the updated terms of service by contacting Bronies Austria (as mentioned in §8a (1)) within two weeks after the update turns valid, the new version of the terms of service will be accepted by the visitor and Bronies Austria as the foundation of the contractual agreement between them.

(4) Varying terms and updates must be given in writing or via email as soon as they apply.

(5) Place of jurisdiction is Vienna, Austria.

(6) This document is valid as of February 19, 2020