

GENERAL TRAVEL TERMS AND CONDITIONS (ARB 1992) BRASS PALMAS

Adaptation to the amendment to the Consumer Protection Act, Federal Law Gazette 247/93 and to the Warranty Right Amending Law, Federal Law Gazette I No. 48/2001

Jointly discussed in the consumer-political advisory body of the Federal Minister for Health, Sports and Consumer Protection in a concordance with § 73 subsection 1 of the Trade, Commerce, and Industry Regulation Act 1994 [Gewerbeordnung] and § 8 of the regulation of the Federal Minister for economic affairs in the version dated 1994 on the provisions regarding the exercise of the travel agency industry [Ausübungsvorschriften für das Reisebürogewerbe] (now § 6, according to Federal Law Gazette II No. 401/98). The travel agency may act as agent (section A) and/or as tour operator (section B). The agent accepts the obligation to make an effort to provide an entitlement for services of other parties (operators, carriers, hoteliers, etc.). Tour operator is the company either offering several touristic services at a package price (package holiday/travel organisation) or promising to render individual touristic services as services on own account and for this purpose usually providing own brochures, advertisements, etc. If third party services are arranged (e.g. optional trips at the holiday resort), a company acting as tour operator may also act as agent if it refers to this function as agent. The following conditions constitute the contractual text usually used by travel agencies as agents (section A) or as tour operators (section B) to conclude contracts with their customers/travellers (annotation: in the sense of the Consumer Protection Act).

The special conditions

- of the arranged tour operators,
- of the arranged carriers (e.g. train, bus, airplane and ship) and
- the other arranged service providers prevail.

A. THE TRAVEL AGENCY ACTING AS AGENT

The following conditions are the bases of the contract (agent's contract) concluded between customers and an agent. 1. Booking/contract conclusion The booking can be effected in writing, per telephone or verbally. The travel agency should immediately confirm verbal bookings or bookings per telephone in writing. Travel agencies should use booking notes containing all necessary details regarding the customer's order and referring to the travel advertisement (catalogue, brochure, etc.) forming the basis of the booking. With regard to its own services or arranged services, the agent must – according to § 6 of the provisions regarding the exercise of the travel agency industry – refer to these applicable GENERAL TRAVEL TERMS AND CONDITIONS. In case of differing travel terms and conditions, he must demonstrably advise the customer of these differences and hand them out before contract conclusion. If services of foreign contractors (service providers, tour operators) are arranged, foreign law may apply as well. Whoever completes a booking for himself or for a third party, is regarded as principal contractor and in default of differing declarations, accepts the obligations under the contract award towards the travel agency (payments, contract cancellation, etc.). In the booking, the travel agency may request a service charge and a (minimum) deposit. Both the balance and the compensation of cash expenses (telephone expenses, fax costs, etc.) become due upon the hand-over of the travel documents (these do not include personnel documents) of the respective tour operator or service provider at the travel agency. Upon or immediately after the contract conclusion, travel organisations accepting bookings are obliged to communicate a confirmation regarding the travel contract to the traveller (travel confirmation).

2. Information and other incidental services

2.1 Information on passport, visa, foreign currency, customs and health Regulations

It is commonly known, that a valid passport is needed for travels abroad. Additionally the travel agency must inform the customer about the corresponding foreign passport, visa and health entry provisions and – upon request – about foreign currency and customs regulations if they can be obtained in Austria. The customer himself is responsible for compliance with these regulations. If possible, the travel agency will – against compensation – take charge of the provision of a visa that might be necessary. Upon request, the travel agency will – if possible – give information about special regulations for foreigners, stateless persons as well as persons holding a double citizenship.

2.2 Information regarding the travel service

The travel agency is obliged to present the service of the tour operator or the service provider to the best of its knowledge in consideration of the characteristics of the arranged contract and the circumstances in the respective country or destination.

3. Legal status and liability

The travel agency's liability covers

- the thorough selection of the respective tour operator and/or service provider as well as the thorough analysis of gained experience;
- the unobjectionable provision of services including the corresponding information of the customer and the delivery of the travel documents;
- the demonstrable forwarding of notices, declarations of intent and payments between the customer and the procured company and vice versa (like e.g. of changes in the agreed service and the agreed price, notices of cancellation, complaints).

The travel agency will not be liable for the provision of the service procured and/or obtained by it. Together with the travel confirmation, the travel agency must notify the customer about the company name (product name), the address of the tour operator and – if applicable – of an insurer if this information is not already contained in the brochure, catalogue or other detailed means of advertising. If it does not do so, it is liable towards the customer as operator and/or service provider.

4. Impairments of performance

If the travel agency violates the duties incumbent on it under the contractual relationship, it is obliged to compensate the customer the resulting damage unless it proves that it has neither acted intentionally nor in a grossly negligent way.

For breaches of contract due to slight negligence, the travel agency is obliged to compensate the customer the resulting damage up to the amount of the commission of the procured business.

B. THE TRAVEL AGENCY AS TOUR OPERATOR

The following conditions are the bases of the contract – hereinafter referred to as travel contract – concluded between the booking party and a tour operator either directly or through an agent. In case of a direct conclusion, the agent's obligations analogously apply to the tour operator. The tour operator generally accepts the applicable GENERAL TRAVEL TERMS AND CONDITIONS, deviations are highlighted in all its detailed advertising documents according to § 6 of the provisions regarding the exercise of the travel agency industry.

1. Booking/contract conclusion

The travel contract is concluded between the booking party and the tour operator if there is an agreement regarding the material parts of the contract (price, service and date). This results in rights and duties for the customer.

2. Change in the person of the traveller

A change in the person of the traveller is possible if the replacing person meets all conditions regarding the participation and can be completed in two ways.

2.1 Assignment of the claim to the travel service

The booking party's obligations under the travel contract remain effective if it assigns all or single claims under this contract to a third party. In this case, the booking party will bear the resulting additional costs.

2.2 Transfer of the travel event

Where the customer is prevented from proceeding with the package, he may transfer his booking to another person. The tour operator must be informed about the transfer either directly or via the agent within a reasonable period before the departure date. The tour operator may notify a specific period in advance. The transferring party and the replacing person will be jointly liable for both the unbalanced remuneration and the additional costs arising from the transfer.

3. Contents of the contract, information and other incidental services

Exceeding the duty to inform also applicable to the agent (namely information on passport, visa, foreign currency, customs and health entry regulations), the tour operator must provide sufficient information about the service offered. The service descriptions in the catalogue and/or brochure valid at the time of the booking as well as the other information contained therein are the subject matter of the travel contract, unless differing agreements have been made at the booking. It is, however, recommended to record such agreements in writing.

4. Travels including special risks

If travels include special risks (e.g. expeditions), the tour operator will not be liable for the consequences of risks outside of his scope of duty. The tour operator's obligation to thoroughly prepare the journey and to thoroughly select the persons and companies commissioned with the provision of the single travel services remains unaffected.

5. Legal bases in case of impairments of performance

5.1 Warranty

If the service has not been rendered or only been rendered imperfectly, the customer has a right to claim. The customer agrees that instead of his claim to conversion or price reduction, the tour operator will – within a reasonable period – provide an unobjectionable service or improve the imperfect service. Remedy can take place by removing the failure or by providing an equal or better replacement service that is subject to the customer's explicit consent.

5.2 Compensation

If the tour operator or his assistants violate the duties of the contractual relationship either intentionally or by negligence, the tour operator is obliged to compensate the damage. To the extent, the tour operator is responsible for other persons than his employees, he will only be liable – except in cases of personal injury – if he does not prove that they have acted in an intentional or grossly negligent way. Except in case of intention or gross negligence, the tour operator will not be liable for objects that are usually not brought along unless he has taken these objects in custody knowing the circumstances. The customer is therefore advised not to carry along objects of special value. Moreover, it is recommended to orderly keep the objects that have been brought along.

5.3 Notification of failures

The customer must immediately inform the tour operators representatives of every failure in the performance of the contract that he locates during the journey. This implies that the customer has been notified about a representative and that the latter is available on site without considerable efforts. If this notification is omitted, this will not affect the customer's right to claim described under 5.1. This omission can, however, be imputed to him as contributory negligence and thus decrease his possible claims for damages. In this respect it is, however, necessary that the operator has informed the customer about this duty of notification in writing, either directly or via the agent. Equally, the customer must have been notified at the same time that any omission regarding this notification will not affect his right to claim, that it can, however, be imputed as contributory negligence. If applicable and for lack of a local representative, it is recommended to either inform the respective service provider (e.g. hotel, airline) or the tour operator himself about failures and to request remedy.

5.4 Special liability laws

Regarding flights, the tour operator will – inter alia – be liable under the Warsaw Convention and its additional conventions, in journeys by train and bus under the Railway and Motor Vehicle Liability Law.

6. Assertion of possible claims

In order to simplify the assertion of claims, the customer is advised to obtain a written confirmation regarding the non provision of services or improper performance respectively to secure receipts, evidences and witnesses. Consumer warranty claims can be asserted within 2 years. Claims for damages will become time-barred after 3 years. In the interest of the traveller, it is recommended to immediately assert claims after having returned from the journey directly at the tour operator or via the procuring travel agency as upon an increasing delay, difficulties regarding the evidence have to be anticipated.

7. Cancellation of the contract

7.1 Cancellation on the part of the customer before the beginning of the Journey

a) Cancellation without cancellation fees

Apart from the legally granted cancellation rights, the customer may – without the operator having claims against him – cancel the contract if the following cases occur before the beginning of the service: If material components of the contract including the travel price are changed to a considerable extent. The frustration of the conditioned purpose and/or character of the travel event as well as an increase in the agreed travel price by more than 10% effected according to section 8.1 will in each case constitute such contract modification. The tour operator is obliged to immediately notify the customer the contract modification either directly or via the procuring travel agency and to simultaneously instruct him regarding the existing option to either accept the contract modification or the cancel the contract; the customer must immediately exercise his option. If the operator is responsible for the occurrence of the event entitling the customer to the cancellation, the operator is obliged to compensate the customer's damages.

b) Claim to replacement services

If he does not make use of the cancellation possibilities according to letter a) and in case of cancellation by the tour operator without the customer's fault, the customer may – instead of the contract rescission – request the contract performance by means of the participation in any other equal journey if the operator is able to provide this service. Apart from the right to the option, the customer is also entitled to a claim for damages due to nonperformance of the contract, unless the cases of 7.2 take effect.

c) Cancellation with cancellation fees

The cancellation fee is a percentage of the travel price and with regard to its amount, depends on the time of the notice of cancellation and the respective type of journey. The travel price or the package price is the overall price of the contractually agreed service. In all cases not mentioned under letter a), the customer is – against payment of a cancellation fee – entitled to cancel the contract. In case the cancellation fees are not reasonable, they can be abated by court. Depending on the type of journey, the following cancellation rates result per person:

1. Special flights (charter), group IT (group package tours using regular service), motor-bus group excursions (journeys lasting several days)

until 30 days prior to departure.....	10%
29 to 20 days prior to departure.....	25%
19 to 10 days prior to departure.....	50%
9 to 4 days prior to departure	65%
as of 3 days (72 hours) prior to departure	85%

of the travel price.

2. Individual IT (individual package tours using regular service), train group excursions (except for special trains)

until 30 days prior to departure	10%
29 to 20 days prior to departure	15%
19 to 10 days prior to departure.....	20%
9 to 4 days prior to departure	30%
as of 3 days (72 hours) prior to departure.....	45%

of the travel price.

Special conditions apply for hotel accommodation, holiday flights, ship travels, one-day bus travels, special trains and scheduled flights at special tariffs. The latter are to be listed in the detailed program.

Notice of cancellation

When cancelling the contract, you have to note the following: The customer (principal) may inform the travel agency at which the travel has been booked at any time that he will cancel the contract. In case of cancellation, it is recommended to do this

- by registered letter or
- personally, with a simultaneous written declaration.

d) No show

No show means if the customer does not appear for the departure, whether he does not want to travel or if he misses the departure for any negligence for which he is responsible or for any coincidence that happens to him.

If it has been clarified that the customer cannot or does not want to make use of the remaining travel service, he must pay according to the type of journey 85% of the package price (e.g. special flights) and respectably 45% of the package price (e.g. individual IT). If the rates mentioned above are not reasonable, they can be abated by court in the special case.

7.2 Cancellation by the tour operator prior to departure

a) The tour operator will be released from the contract if a minimum number of participants specified in the advertisement is not achieved and if the customer has been notified about the cancellation in writing within the following periods or those mentioned in the travel description:

- until 20 days prior to departure in journeys of more than 6 days,
- until 7 days prior to departure in journeys of 2 to 6 days,
- until 48 hours prior to departure in day trips.

If the operator is responsible for the non-achievement of the minimum number of participants to an extent exceeding slight negligence, the customer is entitled to request compensation. This compensation is limited by the amount of the cancellation fee. The assertion of any damage exceeding this amount is, however, not excluded.

b) The cancellation is based on force majeure, i.e. due to exceptional and unforeseeable events that cannot be influenced by the party referring to force majeure and the consequences of which couldn't have been avoided despite applying the necessary care. This does, however, not include overbooking, but it includes governmental orders, strikes, war or situations similar to war, epidemics, natural disasters, etc.

c) In cases of letters a) and b), the customer will be compensated the deposited amount. He is entitled to the option according to 7.1.b, 1st paragraph.

7.3 Cancellation on the part of the tour operator after the beginning of the journey

The tour operator is released from the contract performance if within the scope of a group travel, the customer lastingly and despite a warning disturbs the travel performance by grossly improper behaviour. If it was the customer's fault, the customer is obliged to compensate the tour operator for the damage he has incurred.

8. Changes in the contract

8.1 Price revisions

The tour operator reserves the right to increase the travel price confirmed in the booking for reasons not depending on his will if the period between the conclusion of the contract and the departure is longer than two months. Such reasons only include changes in the transportation costs, e.g. the fuel costs, the dues, taxes or fees chargeable for certain services, like landing taxes, embarkation and disembarkation fees in harbours and corresponding fees on airports or the exchange rates to be applied to the particular package. In case of a price reduction for these reasons, it must be passed on to the traveller. Within the two-month period, price increases may only be effected if the reasons for this have been separately negotiated in the booking and stated on the booking note. During the 20 days prior to the departure date stipulated, the price stated in the contract shall not be increased. A price revision is only admissible if upon compliance with the agreed requirements, an exact description for the calculation of the new price has been provided, as well. The customer must be immediately notified of the price revision and its reasons. If the price increase is more than 10 percent, the customer is entitled to withdraw from the contract without cancellation fees. (see section 7.1.a.).

8.2 Service modifications after beginning of the travel

- In changes for which the operator is responsible, the regulations as specified in section 5 (legal bases in case of impairments of performance) will apply.
- If it turns out after the departure that a significant proportion of the contractually agreed services will or cannot be provided, the operator must – without additional remuneration – make suitable alternative arrangements so that the journey can be continued. If it is impossible to make such arrangements or these are not accepted by the consumer for good reasons, the tour operator shall, where appropriate, provide the consumer, at no extra cost, with equivalent transport back to the place of departure, or to another return-point to which the consumer has agreed. Furthermore, in the case of non-performance or improper performance of the contract the tour operator is obliged, to assist the customer to the best of his abilities in the solution of problems.

9. Provision of information to third parties

Even in urgent cases, information regarding the names of the travellers and their whereabouts will not be provided to third parties unless the traveller has explicitly requested an information provision. The costs caused by the transmission of urgent messages are for the customer's account. Thus, the travellers are advised to notify their relatives the exact holiday address.

10. General

Sections 7.1. letter c, formerly letter b (cancellation), 7.1. letter d, formerly letter c (no-show) as well as 8.1. (price revision) listed under section B are non-binding association recommendations under 1 Kt 718/91-3 and as such are now registered under 25 Kt 793/96-3 in the Register of Cartels.

Imprint: Owner, publisher: Fachverband der Reisebüros in der Wirtschaftskammer Österreich, Wiedner Hauptstraße 63, 1045 Vienna

Reference to „§ 7 Reisebürosicherungsverordnung (RSV)“ / Insolvency insurance

Splashline Travel und Event GmbH is recorded in the Tour Operator Register of the Ministry of Economic Affairs with the registration number 2005/0005.

At the UNIQA Österreich Versicherungen AG, Untere Donaustraße 21, 1029 Wien, we have an insolvency insurance with the policy number 2132/000979-4. The prepayment is done at the earliest 11 months after the end of the journey. The collection of client money is a maximum 20%.

The outstanding payment has to be done when you receive the travel documents, not earlier than 20 days before start of the journey.

Any additionally or untimely prepayments respectively outstanding payments may not be demanded and are not secured. All claims have to be reported within 8 weeks from the occurrence of the insurance case at the call us Assistance International GmbH, Waschhausgasse 2, 1020 Wien, Tel. +43/ (0)1/ 316 70 – 895, Fax. +43/ (0)1/ 316 70 – 70895, E-Mail splashline@call-us.com, otherwise the right of claim will forfeit. The accountability of the Uniq is, in the event of damage, limited to the total insured sum of the travel organizer. If the amounts to be refunded are higher than the total insured sum, the requirements will be fulfilled with an aliquot part.

CONDITIONS FOR EVENTS AT BRASS PALMAS

(Status: February 2018)

The following conditions for events are applicable in addition to the General Terms of Travel (ARB 1992) for the product BRASS PALMAS:

BRASS Palmas is a so-called "Rain or Shine" event, i.e., it takes place in all weather conditions. If a secure implementation of planned activities /individual services cannot be guaranteed due to external weather conditions or similar unobjectionable reasons and / or if it is not reasonable for the customer (e.g., high waves during planned boat ride, excessive rain during outdoor activities, etc.), they have to be canceled. If an activity / individual service cannot be offered due to the reasons mentioned above, the organizer endeavors to offer replacement program, if possible.

Liability

For any damage to property or injury to persons caused by the individual customer during arrival/departure (e.g. bus, train) and during the entire stay (accommodation, events, places, etc.) and for which the customer is solely responsible, this customer is exclusively liable.

Behavior towards third parties

The success of the event requires the involvement of all participants, as well as appropriate behavior. In the interests of all travel participants, the Splashline and the accommodation establishments reserve the right to deny access to individual persons to the venues and / or to have them removed from the event areas / accommodation establishments with immediate effect in case of improper behavior affecting the safety of the other participants and the proper conduct of the event. Any possible costs resulting from this (e.g. premature return trip) are to be borne by the customer.

Changes in booking

If the customer wishes to make changes to the data provided (e.g. change of name) after the booking has been made, a re-booking fee of € 25 per person will be charged for the expenses incurred (with the exception of cancellations, since own rates as per ARB 1992 are applicable). All change requests must be sent in writing by 3 days before the start of the event to Buchung@brasspalmas.com. After that, the changes will be edited only at check-in at the destination.

Minimum number of participants

For the implementation of the event offered, it is required that 400 persons are participating by the 14th day before departure. With reference to Point 7.2. of the ARB 1992, the organizer is entitled to withdraw from the contract if the above-specified number of participants has not been reached. If this minimum number of participants has not been reached, the organizer notifies the customer of the termination of the contract. The customer receives the (partial) travel price already paid up.

Condition for participation

All persons, who are eligible for participation, who have reached the age of 17 at the beginning of the trip. A prerequisite for participation below the age of 18 is the submission of a declaration of consent of a parent or legal guardian. Form online at: <http://www.brasspalmas.at/service>

Data protection / Copyright

All the participants are in agreement with the electronic processing of the given data (name, email, telephone number, address, date of birth) for marketing purposes (e.g. newsletters, job information), delivery of information by post and in electronic form (e.g. travel documents, load information prior to departure) from SPLASHLINE Travel und Event GmbH, Knöllgasse 15, 1100 Vienna.

All the participants to be booked are in agreement with the electronic processing of the given data (name, email, telephone number, address, date of birth) for marketing processes (e.g. newsletter) of Graustein events gmbh, Am Tobersbach 8, 4221 Steyregg and the partners listed on the homepage www.brasspalmas.at.

All participants to be booked agree that any photos or film footage of SPLASHLINE and Graustein events gmbh, made

during the trip booked may be used as advertising material in the future. These consents can be revoked at any time (by telephone at +43 (0)1 504 6868 60, by e-mail to Buchung@brasspalmas.com, by post or in person).

Customer requests

Of course we accept special customer requests when booking. Its fulfillment is however the responsibility of our service providers, which is why we do not assume any guaranty for it and / or can accept it only noncommittally.

Expiry of the accommodation unit/right of distribution

If the customer does not go through the check-in process by no later than 24:00 Hours of the day of arrival, he/she is considered to be "no show" and the organizer reserves the right to resell the room on the site.

House rules

The respective house rules of the accommodation establishments and the event premises in BRASS PALMAS have to be accepted and observed by all guests.

- The accommodation is available on the day of the arrival from 3:00 p.m. and has to be vacated on the day of departure by 10:00 a.m. and left in orderly condition.
- Guests alone are responsible for their personal items and valuables in the accommodation units.
- The owner is not responsible in case of loss of property.
- The guests are responsible for their conduct in the house and in the immediate vicinity and will bear the consequences of possible accidents.
- Before leaving the mobile homes/rooms, all the doors and windows are to be closed always, lights and electrical appliances (TV, air conditioning, stove, etc.) must be switched off and all water faucets must be turned off!
- In the absence of the guests and in other exceptional cases, the owner has the right to enter the mobile homes/rooms, in order to prevent the occurrence of possible dangers or damages. However, the owner is obligated to inform these circumstances to the guests immediately, upon their return.
- Damaging devices and furniture, possible disorders and disturbing of other guests is strictly prohibited. Any musical performances should not cause unreasonable nuisance due to noise in the neighborhood - especially between 0:00 am and 7:00 am."
- The facilities and services of the mobile homes/rooms may only be used by registered (booked) persons.
- The possession and carrying of weapons and explosive and / or easily flammable materials/substances is strictly forbidden!
- The use of services and devices, which are not part of the offer of the mobile homes/rooms is permitted only with the consent of the owner.
- In case of disappearance of objects or possible damage to equipment, furniture, devices and facilities of the apartments/rooms, the guest is obliged to inform the owner immediately. If this has occurred due to the fault of a guest, he / she has to pay for the damages on the spot.
 - It is prohibited to remove equipment and furnishings (e.g., towels, blankets, etc.) from the rooms.
- In the event of failure to comply with these house rules, the owner has the right to refuse the provision of other services to the guest.
- Submission of the personal identity card or passport to the owner will take place after the main check-in and arrival at the appropriate accommodation.

IMPORTANT: The parties at BRASS PALMAS take place exclusively in the advertised and signposted event area, therefore taking along and using oversized sound systems (such as ghetto blasters or powered speakers) into the accommodations is prohibited!

House rules for the event area at BRASS PALMAS:

Scope

These regulations for rental space and house are applicable for the whole event area at BRASS PALMAS - subject to adjustments up to the start of the event. Entering the event's premises requires a valid BRASS PALMAS ID-card and is permitted only during opening hours. The rules for rental space and house as well as all statutory and regulatory requirements are recognized when entering the premises. The instructions of the security service or security staff have to be followed at all times. Violation is punishable by applying the house regulations with ban on entering the site and / or house. The visitors have to act in such a way that other visitors are neither bothered nor endangered nor otherwise affected by their behavior. By entering the premises, the visitor agrees to a check of the bags, objects brought along with, as well as to a possible identity check and / or searches and body checks.

By entering the entire event area of BRASS PALMAS, the visitor grants the organizer the permission to make audio and video recordings as well as to evaluate them technically and to broadcast them without compensation and without limitation of time and space.

Prohibitions

Bringing the following items is strictly prohibited:

- Weapons or dangerous objects that could be used as weapons or projectile launchers.
- Glass containers, bottles, cans, plastic bottles and plastic cans, hard packaging.
- Bulky items such as stools, chairs, boxes and the like.
- Rods, umbrellas, torches, poles.
- Pyrotechnic material, such as fireworks, Bengali fireworks and the like.
- Chain belts, studded bands and studded belts straps (conical studs).
- Professional audio or video recording devices.
- Printed forms, advertising and promotional items (unless there is a written official permission from the organizer).
- Carrying of drugs and any legally banned substance.
- Bringing along animals.

Furthermore, the following is prohibited:

- The throwing of objects of any kind.
- The bringing in of food and drinks.
- Stagediving and crowd-surfing.
- Jostling within the event grounds, at the entrances and exits of the designated party zones and at the entrances and exits of the event grounds.
- Adjusting of the escape routes and emergency exits.
- The igniting of objects (exception: legally permitted tobacco products).
- Answering nature's call outside the toilets.
- Damaging, soiling, changing (overturning, igniting or the like) of facilities such shower facilities, chemical toilets and other objects provided by the organizer.
- Climbing on towers, roofs of containers and the like.
- Damaging, climbing and overturning of fence elements.
- Entering the stages and the backstage area.
- Changing (especially removing) of access authorizations.
- Entering without a valid access authorization.

Responsibilities

Visiting the event is at your own risk. The organizer is not liable for personal injury or damage to property. Similarly, the organizer is not liable for any items taken along. The organizer does not assume liability for any possible hearing damage occurring or other damage to health, which could occur due to loudspeaker volumes at concerts.

The organizer is liable only if the damages were caused by the organizer or his / her representatives or agents intentionally or with gross negligence at the event site. The responsibility of the organizer ends with the official end of the event or with the eviction of the site. For visitors, who will still stay on the premises after that or for those who enter them again after the package is locked (e.g. while dismantling), no liability is assumed. The disregard of the regulations regarding the rental space and / or house leads to a restraining order and loss of entry permission. The security service represents the right of owner or occupier of premises to undisturbed possession. The organizer reserves the right to make changes in the regulations on rental space and / or house at any time. The regulations on rental space and / or house are valid for the entire duration of the event.

In addition, the following is applicable:

At an open air event, depending on the situation, it may cause unexpected changes in the sequence (interruptions in programs, evacuations, etc.). Orders of the event organizers (advertisement displays, announcements) as well as that of the security personnel are to be comply with, without reservation.

Tour Operators

SPLASHLINE, Travel und Event GmbH, Knöllgasse 15, 1100 Vienna

Festival organizers

Graustein events gmbh, Am Tobersbach 8, 4221 Steyregg

The combination of travel services offered to you is an all-inclusive package tour according to Directive (EU) 2015/2302.

Thus, you can avail yourself of all EU rights that pertain to package tours. The company SPLASHLINE Travel und Events GmbH is responsible for the proper performance of the entire package tour.

In addition, the SPLASHLINE company is insured as prescribed by law. In the event the company becomes insolvent, your payments will be reimbursed, and your return transportation assured, if transportation is included in the package tour.

The most important rights according to Directive (EU) 2015/2302

- Travelers are provided all essential and relevant information about the package tour prior to completing the package travel contract.
- At least one tour operator is always responsible for the proper performance of all travel services included in the travel service contract.
- Travelers are provided an emergency telephone number or details for a contact point to enable them to reach the travel organizer or travel agency.
- For additional costs, travelers may transfer the package tour to another person within a reasonable time-frame and under certain conditions.
- The price of the package tour may only be increased if certain costs increase (for example, fuel costs), if this is explicitly stated in the contract, and in every case only up to 20 days before the trip begins at the latest. If the price increase exceeds 8 % of the package tour price, the traveler has the right to withdraw from the contract. If the travel organizer has retained the right to increase the price, and the corresponding costs decrease, the traveler has the right to a price discount.
- If the elements of the travel package (apart from the price) change substantially, then travelers can withdraw from the contract without a cancellation fee and with full reimbursement of payments they have made. If the contractor responsible for the package tour cancels before the trip begins, travelers have the right to reclaim their funds and in certain circumstances to be compensated for their inconvenience.
- In exceptional circumstances, travelers may withdraw from the contract without paying a cancellation fee prior to the start of the package tour if, for instance, any serious security problems exist at the destination which would adversely affect the tour.
- Travelers can withdraw from the contract at any time before the package tour begins by paying a reasonable and acceptable cancellation fee.
- If, after the start of the trip, essential parts of the travel package cannot be carried out in accordance with the agreement, the travelers will be offered other suitable arrangements without additional costs. The traveler can withdraw from the contract without paying a cancellation fee if services are not provided in accordance with the contract and this significantly impacts the ability to provide the contractual travel package services and the travel organizer fails to remedy it.
- The traveler has a right to a price concession and/or compensation if the travel services are either not provided or not provided in an orderly manner.
- The travel service organizer aids the traveler if the traveler is in difficulty.

- If the travel organizer or – in a few EU member countries, the travel provider – becomes insolvent, payments will be reimbursed. If the insolvency occurs after the start of the package tour and the transportation is part of the package, return transportation of the travelers is guaranteed. SPLASHLINE has bankruptcy insurance with UNIQA Austria. Travelers can contact the Claims Processor „call us Assistance International GmbH“, Waschhausgasse 2, 1020 Vienna, Tel. +43/ (0)1/ 316 70 – 895, Email splashline@callus.com, if you are denied services because of the insolvency of SPLASHLINE .