



General Terms and Conditions of JOKE Event Austria GmbH from February 26, 2025

A. General Information

These general terms and conditions apply to the services of JOKE Event Austria GmbH commissioned by the Client. Deviating conditions of the Client are contradicted. By commissioning JOKE Event Austria GmbH, the Client accepts these general terms and conditions.

1. Subject matter of the contract

1. The Client commissions JOKE Event Austria GmbH with the contractual services according to the most recent offer of JOKE Event Austria GmbH. These contractual services typically encompass the planning, execution, and support of events.
2. JOKE Event Austria GmbH is permitted to subcontract third parties in order to provide its contractual services. In accordance with the scope of services agreed upon with the client, JOKE Event Austria GmbH acts as the general contractor towards third parties. Unless otherwise agreed in writing, individual contracts are concluded directly between JOKE Event Austria GmbH and the third parties. To ensure smooth execution of the assignment, the client agrees that all communication with third parties shall take place exclusively through JOKE Event Austria GmbH. Direct contact between the client and any third parties, bypassing JOKE Event Austria GmbH, is not intended.

2. Performance of Contractual Services

1. The performance of the contractual services shall take place in close coordination between the client and JOKE Event Austria GmbH. JOKE Event Austria GmbH will keep the client informed about the status of preparations and the performance of the services. If either party disagrees with the working methods or conduct of the other party in any material respect, it must notify the other party in writing without delay. Otherwise, the working methods and conduct of the other party shall be deemed to comply with the contract.
2. After awarding the contract, the client may request reasonable changes to the contractual services. Any additional costs arising from such changes requested by the client shall be borne by the client. Such changes may result in the postponement of binding or non-binding delivery dates and deadlines, for which JOKE Event Austria GmbH assumes no liability.
3. The client shall ensure that all required and/or contractually agreed contributions by the client or its agents are provided on time, to the necessary extent, and free of charge for JOKE Event Austria GmbH.
4. In the event of delayed performance by JOKE Event Austria GmbH, the client must grant an appropriate written grace period for JOKE Event Austria GmbH to fulfil its obligations. If JOKE Event Austria GmbH fails to meet this deadline, the client is entitled to terminate the relevant order without notice or to withdraw from the contract.
5. Partial services rendered by JOKE Event Austria GmbH up to the time of termination or withdrawal shall be remunerated accordingly.

3. Digital / Hybrid Execution of the Event

1. The parties agree that, in the event of issues that prevent the live portion of the planned event from taking place — for example:

- legal prohibitions,
- an official order banning events and/or gatherings of people during the intended event period —

the live components of the event shall be converted by JOKE Event Austria GmbH into hybrid and/or digital elements, with the agreed remuneration remaining unchanged. In such a situation, JOKE Event Austria GmbH will take all necessary measures to ensure that the client incurs no unnecessary additional costs and will promptly inform any third-party service providers involved.

2. If the shift to a hybrid and/or digital format results in additional costs, JOKE Event Austria GmbH will inform the client accordingly. Upon the client's approval, these additional costs shall be borne by the client. If digitalization leads to savings in agency and/or third-party costs, JOKE Event Austria GmbH will pass these savings on to the client.

3. Events that, in the opinion of both contractual parties, are designed in such a way that they only function or make sense as live events (e.g., promotional activities, live festivals, incentive trips, vehicle events, etc.) may be cancelled under the circumstances described in item 1. In this case, the client is only required to cover the costs incurred up to the time of cancellation (e.g., planning costs, cancellation fees, etc.).

4. Confidentiality / Data Protection

1. Both parties shall treat the business and trade secrets of the other party, as well as any information received from the other party that is not publicly accessible, as confidential. This information constitutes trade secrets within the meaning of the Austrian Federal Act Against Unfair Competition (UWG).

2. JOKE Event Austria GmbH shall require any third parties engaged to perform services to maintain confidentiality in accordance with item 1.

JOKE Event Austria GmbH handles the client's personal data in accordance with the provisions of the EU General Data Protection Regulation (EU-GDPR) and the Austrian Data Protection Act (DSG). The data protection policy of JOKE Event Austria GmbH can be found at: www.joke-event.at

5. Copyright / Intellectual Property

1. The client shall respect the copyright of all concepts, designs, graphics, drawings, texts, and other materials or digital drafts created by JOKE Event Austria GmbH or by third parties commissioned by them and may use them only within the scope agreed upon in the contract.

2. Any use beyond this scope requires the prior written consent of the copyright holders or exclusive rights holders.

3. Any editing or modification of the contractual deliverables created by JOKE Event Austria GmbH is only permitted with JOKE Event Austria GmbH's prior consent.

4. Exclusive usage rights for designs rejected by the client or not implemented remain with the creators. If the client uses any concepts that constitute or contain an intellectual, artistic, or other creative work of JOKE Event Austria GmbH or of third parties commissioned by them, outside or after termination of this contract, a separate fee agreement under reasonable terms must be concluded.

6. Warranty and Liability

1. JOKE Event Austria GmbH shall be liable for the performance of the services to be rendered under this contract and any associated assignments with the diligence of a prudent businessperson, limited to intent and gross negligence.
2. JOKE Event Austria GmbH assumes no liability for any kind of damage caused by visitors or guests. Loss, glass breakage, and any costs arising from damage to the grounds, premises, or underground utilities resulting from the installation of stages, exhibition stands, tents, etc., shall be borne by the client—unless such damage is attributable to JOKE Event Austria GmbH.
3. JOKE Event Austria GmbH does not accept liability or provide any warranty for third-party services that are not included within the agreed scope of services as defined in item 1. Any damage must be reported in writing without delay and documented as soon as it becomes known. Further claims are excluded.
4. Defects in the contractual services must be reported to JOKE Event Austria GmbH without delay. The client is entitled to have all defects remedied within a reasonable period and in an economically justifiable manner. If JOKE Event Austria GmbH does not remedy the defect, or if remedying it is impossible or not economically reasonable, the client may request a price reduction or terminate/withdraw from the contract. Claims for damages exist only if the damage was caused intentionally or by gross negligence, or if a material contractual obligation (“cardinal obligation”) is violated—in which case JOKE Event Austria GmbH is liable only for damages foreseeable at the time the contract was concluded.
5. Where statutory warranty rights (e.g., withdrawal, reduction) do not apply, the client’s claims for damages are limited to intent and gross negligence. This limitation does not apply to bodily injury or damage to health. In such cases, JOKE Event Austria GmbH and its employees or agents are liable even for slight negligence.
6. Unless expressly agreed otherwise in writing, JOKE Event Austria GmbH does not act as the event organizer. The client, as the organizer, assumes responsibility for all liability-related matters toward third parties.
7. The organizer is obligated to comply with all legal requirements, including but not limited to the provisions of the Ordinance on the Construction and Operation of Assembly Venues (VStättVO) or relevant special building regulations.
8. The organizer agrees to take out event liability insurance covering personal injury and property damage for the duration of the event or to provide corresponding proof of coverage.
9. If opportunities for participation in sporting activities, competitions, or similar activities are offered as part of an event (e.g., canyoning, river rafting, bungee jumping, kite surfing, diving, climbing, bouldering, go-karting, clay pigeon shooting, etc.), participants are advised of the inherent risks associated with such activities. Participation is at one’s own risk. JOKE Event Austria GmbH and the involved service providers are liable only to the extent that they do not intentionally or negligently increase the inherent risk of the activity.

7. Compensation and Damage Claims in the Event of Contract Withdrawal (Cancellation Fees)

1. If an event is cancelled—regardless of the reason—JOKE Event Austria GmbH is entitled to reimbursement for all costs incurred as a result of the cancellation.

2. In addition, the client agrees to pay a portion of the agreed agency fee as compensation, according to the following schedule:

- Cancellation after contract signing = 25%
- Cancellation up to 3 months before the event date = 40%
- Cancellation up to 2 months before the event date = 60%
- Cancellation up to 1 month before the event date = 80%
- Cancellation up to 2 weeks before the event date = 90%
- After that = 100%, plus any further cancellation costs arising from additional agreements (e.g., catering, technical services, seating, staff, etc.). These will be itemized and invoiced separately.

3. The basis for calculating cancellation fees is the full 100% list price. Discounts or special arrangements granted as part of the event offer do not apply.

4. Any cancellation must be submitted in writing.

5. The client retains the right to provide evidence that JOKE Event Austria GmbH has incurred no damage or significantly less damage than the amount claimed.

8. Remuneration

1. The client shall pay the fees specified and commissioned in the offer. All prices are exclusive of statutory VAT.

2. The above-mentioned costs are to be paid in instalments according to project progress as follows:

- Upon signing the contract: 25% of the agreed fee
- 3 months before the first event day: an additional 15% of the agreed fee
- 2 months before the first event day: an additional 20% of the agreed fee
- 1 month before the event day: an additional 30% of the agreed fee

Payment shall be made by bank transfer to one of JOKE Event Austria GmbH's accounts. These project-based instalment payments are an essential part of the contract. The client will receive a corresponding advance invoice. The final invoice for the remaining amount, plus any variable costs not included in the cost overview, will be issued after the event. This amount becomes due ten days after the invoice date.

3. Services not included in the offer will only be provided for an additional fee.

B. Rental

The following terms and conditions apply to the rental of equipment owned by JOKE Event Austria GmbH, particularly devices and systems for audio playback, lighting, video playback, telecommunications, and decorative materials.

1. General

1. Rental and delivery are carried out exclusively under the conditions set forth below. Any deviations or supplemental agreements require the explicit written approval of the lessor. A past implicit waiver by the lessor of the written form



requirement for deviations or supplemental agreements cannot be interpreted as a waiver of the relevant provisions in these terms.

2. Any rental terms of the lessee are hereby expressly rejected. They shall not be binding on the lessor, even if they are not expressly rejected again at the time the contract is concluded.

3. The invalidity or modification of individual provisions shall not affect the validity of the remaining provisions.

2. Offers and Prices

1. An order is considered accepted when it is confirmed in writing by the lessor or when the item is delivered. Likewise, any additions or modifications require the lessor's written confirmation to be legally effective. All offers are non-binding.

2. Illustrations, dimensions, and weights in the lessor's brochures are approximate only. No guarantee is given for their accuracy.

3. Fees and other costs associated with fulfilling official requirements shall be borne by the lessee.

4. All prices are exclusive of statutory VAT.

3. Execution

1. If the lessor is unable to procure a specific item, they may fulfil the contract by providing equivalent rental items.

4. Payment Terms

1. Invoicing shall take place upon delivery. The lessor is entitled to require advance payment or the provision of a security deposit. Payment must be made regardless of any rights to raise complaints about defects. Set off or retention on account of any counterclaims by the lessee is excluded, except in the case of undisputed or legally binding claims.

2. In the event of late payment by the lessee, the lessor is entitled to charge default interest at a rate of 9% above the European Central Bank's base rate.

5. Duty to Inform

1. The lessee is obliged to inform the lessor immediately of any disturbances or defects affecting the rented item. If this duty is breached, the lessor may assert claims for damages against the lessee.

2. The lessee shall promptly notify the lessor of any changes related to the rented item. This applies in particular to:

- seizure, attachment, or similar measures by third parties.
- changes in operating conditions affecting the rented item that may cause damage or increase risk to it.
- insolvency or composition proceedings concerning the lessee's assets, as well as in the event of liquidation of the lessee's business operations.

3. The lessee is obliged to provide the lessor with written information regarding the location of the rented item.

6. Subletting

1. Subletting by the lessee is only permitted with the lessor's written consent.

2. The delivered item remains the property of the lessor. It is not permitted to encumber this item with rights of third parties.

7. Warranty and Liability

1. The lessee or their representative shall declare in writing, upon receipt of the rented item, that it is free of defects.
2. The warranty claim against the lessor shall be null and void if:
 - obvious defects are not reported to the lessor in writing immediately upon discovery.
 - the lessee fails to fulfil their contractual obligations, in particular failing to make payments on time.
 - the rented item has been altered by third parties or by the installation of parts of foreign origin, unless the damage is not causally related to the alteration.
 - the lessee does not comply with the regulations for handling the rented item, and wear or damage results from negligent or improper use.
 - the lessee does not grant the lessor adequate time and opportunity to carry out any necessary repairs or replacements.
3. The lessor assumes no liability beyond the warranty, in particular for consequential damages resulting from defects. In the event of delayed delivery or provision of the rented item due to the lessor's fault, the lessee may only claim compensation for the cost of replacement procurement, but not for lost profits. The lessor assumes no liability for unforeseen events.

8. Return

1. At the end of the rental period, the lessee is obliged to return the rented item to the lessor in a defect-free condition. The lessee must return the item in the same condition as it was at the time of delivery.
2. The lessor is obliged to confirm receipt of the rented item immediately.
3. If the item is not returned on time, the rental period shall be extended until the item is finally returned. In any case, the lessor is entitled to compensation for use during this period equal to the agreed rental fee.

9. Special Obligations of the Lessee

1. The lessee is obliged to protect the rented item from excessive strain in all respects and, where necessary, to ensure its maintenance and care. Any necessary repairs due to culpable damage, required to maintain the operational readiness of the rented item, must be carried out immediately in a proper and professional manner using original parts or equivalent parts approved by the lessor, at the lessee's expense, through the lessor. Costs for repairs due to normal wear and tear shall be borne by the lessor. The lessor reserves the right to carry out necessary repairs during the rental period. Required replacement parts must be sourced by the lessor. If the lessor does not promptly declare, upon the lessee's request, that they will obtain the necessary parts within the same timeframe and at no higher cost than the lessee, the lessee is entitled to procure the replacement parts themselves.



The lessee is not permitted to make any alterations to the rented item, including attachments or installations, or to remove any markings applied by the lessor, without the lessor's prior consent. The lessee may neither grant third parties rights to the rented item nor assign rights arising from this contract.

10. Breach of Duties and Liability for Damages

1. If the rented item is not returned in the condition required by the contract, the rental period shall be extended by the time necessary to carry out any repairs or other work that was omitted in violation of the contract under normal working conditions.
2. In addition, the lessee shall be responsible for paying for repairs or providing replacement for any damage to the rented items caused by their fault.

11. Right of Inspection and Examination of the Equipment

1. The lessor is entitled at any time to inspect the rented item or have it inspected by a representative.
2. The lessor is entitled, at any time and after prior agreement with the lessee regarding the date and time of the examination, to examine the rented item themselves or have it examined by a representative. The lessee is obliged to facilitate the examination in every way. The costs of the examination shall be borne by the lessor.

12. Work Performed by the Lessor

1. The provisions of this section apply when work is carried out by the lessor, such as the installation of a system or the setup of individual devices.
2. The lessee and the party commissioning the work must, at their own expense, do everything necessary on their part to ensure that the work can begin on time and be carried out without interruption. Before the work begins, they must provide the lessor and the contractor with all necessary information regarding the location of concealed electrical, gas, water, and similar installations. In particular, the lessee must inform the lessor of all applicable accident prevention regulations.
3. If work is interrupted due to circumstances for which the lessor is not responsible, the risk for the services already rendered passes to the lessee for the duration of the interruption.
4. A certificate of acceptance must be completed for the work performed by the lessor. Acceptance is deemed to have occurred upon commissioning of the system.
5. The lessor is not liable for faulty work performed by provided personnel, unless the lessor has given incorrect instructions or breached their supervisory duties.

13. Open-Air Events / Permits

1. If it is agreed between the parties that the lessor will monitor the functions of the rented equipment during an open-air event, the lessor shall have the following rights in particular: The lessor may shut down or, if necessary, dismantle the equipment if weather conditions pose a risk to the rented equipment or to the physical safety of those present. The lessor may also shut down or dismantle the equipment if riots or disturbances threaten the equipment. If the equipment is shut down or dismantled

under these circumstances, the lessee is not entitled to make any claims for damages of any kind against the lessor.

If official permits are required for the open-air event, the lessee shall obtain these permits at their own expense. The lessee alone is liable for any damages resulting from the absence of such permits.

14. Instructions from the Lessor

1. If the lessor becomes aware, or is informed, that the installation of the lessor's equipment poses a risk to people or property, including the lessor's own property, the lessor has the right to issue instructions to prevent danger. The lessee is obliged to also warn third parties of potential hazards. If the lessee fails to provide such warnings, they shall hold the lessor harmless from all resulting damages. This obligation applies even before the acceptance of the notification.

15. Liability of the Lessee

1. During the rental period, the lessee is liable for all damages resulting from the use, loss, or damage of the rented item. This also applies to damages caused by third parties or by force majeure, such as damages from fire, storm, severe weather, hail, water, burglary, theft, vandalism, and terrorism. The rented item is not insured by the lessor. The lessor therefore recommends that the lessee insure the rented item for the duration of the event.

2. If the lessee withdraws from the rental agreement or refuses to accept the lessor's services for any other reason, the lessee must compensate the lessor for incurred expenses and reduced opportunities for alternative rental according to the following provisions. For the purposes of this clause, the "contract volume" is understood as 100% of the services owed by the lessee, consisting of the rental fee plus any agreed labour costs and the services of subcontractors commissioned by the lessor. All prices are exclusive of statutory VAT.

In the event of withdrawal, the lessee shall pay the following cancellation fees:

- Cancellation after signing the contract but more than 4 weeks before the rental period = 25% of the contract volume
- Cancellation after signing the contract, 4 weeks before the rental period = 50% of the contract volume
- Cancellation within the remaining 2 weeks before the rental period = 90% of the contract volume

The lessee is permitted to provide evidence that no or significantly lower damages have occurred.

The lessor is entitled to set the lessee a short additional deadline after the due date and, if this expires without result, to rent the item to another party.

C. Miscellaneous Provisions

1. Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, the parties shall replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.
2. Amendments and additions to the contract must be made in writing.



3. In the event that the contractual agreements include both event services according to Section A and rental services according to Section B, only the provisions of A 7 shall apply for the calculation of compensation and claims for damages.
4. If special incidental costs arise during the execution of the event, such as fees from collecting societies, social security contributions for artists, or similar, these shall be borne by the client. The client is also obliged to make the necessary registrations, unless otherwise agreed in writing.
5. The place of performance and jurisdiction for entrepreneurs and legal entities under public law is Vienna.
6. Contracts and all commissioned orders are subject to the law of the Republic of Austria, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).