

General Conditions (Version June 2012)

1. The present General Conditions apply to all buyers of equipment, facilities and services offered via ORF's Online Resource Booking and Information Terminal "ORBIT".

2. For the purpose of the present General Conditions, the following terms shall be used:

Rate Card: The Rate Cards valid for the various Projects offered via ORBIT.

Booking Forms: All Booking Forms available online in the "New Order" section of the various projects placed in ORBIT.

Products and Services: All items listed in the Rate Card and/or Booking Forms and offered via ORBIT.

Bookings: All orders for Products and Services placed in ORBIT.

Customer: All registered users.

Project: Each Project for which bookings can be placed via ORBIT and which has at least one Venue.

Venue: Each Venue of a Project for which bookings can be placed via ORBIT and which may have one or more Events.

Event: Each Event at the respective Venues for which bookings can be placed via ORBIT.

3. All Products and Services shall be rendered in accordance with the stipulations contained in the present General Conditions and the Rate Card.

4. Once a Customer registers for an account in ORBIT, ORF acknowledges the Customer's acceptance of the present General Conditions and the cancellation policy as outlined in the Rate Card.

5. Data Protection: By registering, Customer expressly accepts collection of specified personal data of the Customer by ORF, with his own or other data processing equipment during the Customer's registration. Customer authorizes ORF to use, save, transfer and delete these personal data to the extent necessary in view of fulfillment of the present General Conditions. The Customer may revoke hitherto acceptance in written form at booking@orf.at. However, any bookings that have been placed prior to revocation by the Customer do remain valid.

6. Products and Services for Events, Venues or Projects may only be ordered via ORBIT. All Bookings must comply with the deadlines outlined in the Rate Card. Once a Booking has been placed in ORBIT, ORF acknowledges the Customer's undertaking to buy the ordered Products and Services. Following the deadlines outlined in the Rate Card, ORF shall confirm the Bookings by email. Cancellations of Bookings are subject to the cancellation fees outlined in the Rate Card.

7. All Bookings are first assessed in terms of feasibility and availability. If the demand for a given Product or Service exceeds the available resources, and provided the Bookings have been made before the deadlines outlined in the Rate Card, ORF will allocate the Product or Service on a first come/first served basis and/or upon consultation with the rights holder. Bookings placed "in any case" shall have priority over Bookings placed "only if own athlete/team participates/wins".

8. ORF reserves the right to refuse Bookings in situations where demand exceeds supply. In such cases, Bookings made after the deadlines outlined in the Rate Card, are subject to the priority rules described under § 7.

9. The final invoice for all Bookings placed in ORBIT shall be sent out within 4 (four) weeks after the end of the Project or Venue. Customer shall transfer the total amount - including VAT - indicated on the invoice to the account mentioned on the invoice and within the due date mentioned on the invoice. The Customer shall be liable for total payment, plus accrued interest, of all Bookings invoiced. Any amount that remains unpaid on the due date indicated on the invoice shall accrue overdue interest at current legal rates, pursuant to Austrian legislation.

10. For all products and services ordered a prepayment has to be paid before the start of a Project; a prepayment invoice will be issued for the prepayments. The full prepayment - including VAT if any - has to be paid before the start of a Project - otherwise the supply of products and services can be denied. The final invoice for all Bookings placed in ORBIT shall also be sent out within 4 (four) weeks after the end of the Project. Customer shall transfer the total amount - including VAT - less the already paid prepayment to the account mentioned on the invoice and within the due date mentioned on the invoice. The Customer shall be liable for total payment, plus accrued interest and taxes and duties of all Bookings invoiced. Any amount that remains unpaid on the due date indicated on the invoice shall accrue overdue interest at current legal rates, pursuant to Austrian legislation.

11. The Customer undertakes to comply with the rules and obligations that may be imposed by ORF or other organisations responsible for the good functioning of the Project, Venue or Event, relating to all venues.

12. When a Customer has acquired a Product or Service, the Customer is responsible for using that Product or Service, which, even when rendered by third parties, with or without the Customer's permission, shall be presumed, for all contractual and legal purposes, to have been rendered by the Customer. However, the Customer is not allowed to let third parties that are not operating under the Customer's responsibility operate the Products or Services booked.

13. The Customer undertakes to contract and maintain appropriate insurance cover for all its employees, agents, subcontractors and any other persons operating under its responsibility. The Customer accepts liable accountability for all actions by its employees, agents or other persons under its responsibility, within and around the Venues. The Customer accepts full responsibility for travelling/transportation of its employees, agents, subcontractors and/or any other persons under its responsibility.

14. The Customer accepts to comply with all technical guidance provided by ORF and to apply all its professional standards and requirements. The Customer shall be liable and shall indemnify ORF for all complaints, damages or liabilities that may result from disregard to such guidance and requirements.

- 15.** ORF reserves the right to withdraw, at its own discretion and after sending out a respective warning by email, any Product or Service indicated in the Rate Card and/or Booking Forms and to amend the Rate Card and/or Booking Form, until one month before the Event, or to cancel the rendering of Products or Services subject to confirmation by ORF, in which case any payment already made by the Customer for the cancelled Product or Service shall always be reimbursed.
- 16.** The Customer shall indemnify ORF for any damages, costs, losses, complaints and liabilities caused by the Customer or by the Customer's employees, agents, subcontractors, guests or equipment, in the course of using the Products or Services bought from ORF by any such party.
- 17.** If, for any reason, there is severe fault with a Product or Service rendered or supplied to the Customer, ORF reserves the right to replace such Product or Service by another one, agreed with the Customer, or to reimburse the amount paid for such Product or Service.
- 18.** In any case, ORF accepts liability to the Customer, for any fault or defects in a Product or Service rendered or supplied, only up to the limit of the amount invoiced for the relevant Product or Service. ORF shall not accept liability to the Customer for any losses, loss or profit, goodwill or any financial loss suffered by the Customer due to any problems or defects in a Product or Service rendered.
- 19.** When the Customer has ordered Products or Services from ORF and, for any particular reason, does not intend to use them, the Customer must notify ORF at once so that such Products or Services may be reallocated to other Customers. If ORF has not been notified and the Customer does not use such Products or Services, ORF reserves the right to withdraw the allocation of such Products or Services for, at least, the next event. However, Customer shall be liable for payment of such Products or Services.
- 20.** The Customer undertakes to settle calls for all prepayments within the deadlines outlined in the Rate Card. All amounts are to be paid following the instructions in the notification. Bank transfers shall be made to the bank account indicated in the notification. The Customer shall accept and honor all the conditions and terms of payment set out in the notification. Prepayment invoices as well as final invoices will be issued by ORF. The final invoices will include all services and produces delivered stating the net amounts according the Rate card. The VAT – if any – will be added to net amounts. The Customer has to remit the total amount less already paid prepayments to ORF. No deduction of any taxes and duties – especially withholding tax - is allowed.
- 21.** ORF may cancel Bookings if payment has not been made by the deadlines outlined in the Rate Card. The Customer shall be liable for total payment, plus accrued interest, of Bookings cancelled as a result of default of payment. Any amount that remains unpaid within the deadline outlined in the Rate Card shall accrue overdue interest at current legal rates, pursuant to Austrian Law.
- 22.** Up and until the corresponding deadline outlined in the Rate Card, the customer may alter/annul any Booking without incurring extra charges. Once the deadline outlined in the Rate Card has expired, any alteration to or cancellation of a Booking becomes subject to assessment of feasibility and availability and may be subject to a modification or cancellation fee outlined in the Rate Card.
- 23.** The price to be paid by the Customer is the price set out in the Rate Card and/or Booking Forms plus - if any - taxes and duties. All prices expressed in in the Rate Card are Euro amounts and are net. VAT might apply and will be added to the amounts, depending on the Products and Services ordered and the Customer's tax status.
- 24.** ORF reserves the right to review, at its own discretion and without warning, any prices for the Products and Services indicated in the Rate Card and/or Booking Forms. Once ORF has confirmed a Booking or any modification to that same Booking, as submitted within the deadlines outlined in the Rate Card, the price shall not be changed.
- 25.** The defeasance of any paragraph contained in the present General Conditions does not render null and void the applicability of any other paragraph in the present General Conditions.
- 26.** Requests for any clarification concerning these General Conditions must be written in German or English and sent to the official address of ORF by fax or registered mail.
- 27.** The present General Conditions shall be governed by Austrian legislation. Any dispute or controversy or claim with respect to the rights and obligations shall be referred to the exclusive jurisdiction of the commercial court in Vienna (Handelsgericht Wien).
- 28.** The Rate Card and Booking Forms form an integral part of the present General Conditions.
- 29.** The Customer is obliged to inform ORF by registration about its international or – if not a member of the European Union – its national VAT number. If the international European VAT number is not valid (up from registration to delivery of the services and/or products) or wrong, or if the customer do not inform ORF about VAT tax number, ORF is allowed to qualify the customer as non-enterprise in the sense of VAT law (§ 3a Abs 5 UStG) that means ORF could qualify the services and/or products as taxable in Austria. If the customer is not a member of the European Union and has no enterprise status according to VAT law, the customer is obliged to inform us about this fact in written to steuern@orf.at before ordering products or services.
- 30.** The Customer will inform ORF in written to steuern@orf.at before ordering products or services that - if any - he has a permanent establishment in Austria according to the national and/or international tax laws. If ORF do not receive such information in written before ordering products and services via ORBIT, ORF will assume that the customer will not have a fiscal residence or permanent establishment in Austria. ORF will assume that the fiscal residence according to § 3a UStG is the address stated by registration.
- 31.** If the Customer is not a member of European Union and the customer order telecommunications services, the customer is obliged to inform us in written whether or not the VAT amount on the telecommunication services in the customers' country is or is not as high as in Austria, if the Austrian fiscal authorities need this information according to RZ 642i UStR. If the Customer will not or will not be able to do so, the customer will indemnify ORF from any fiscal payments in Austria as well as the additional charges. As long as the Customer has not informed ORF about the fact in written to steuern@orf.at that the VAT on the telecommunication services in its country is almost as high as the Austrian VAT according RZ 642i UStR, ORF is allowed to issue the invoices with Austrian VAT.
- 32.** Should the fiscal authorities ask ORF to pay taxes or duties because customer has made an incorrect or no written statement according to this contract, customer shall indemnify ORF. The indemnification includes also the costs of legal defense and all additional charges.