

# **GENERAL TERMS AND CONDITIONS**

## **of RP Media & Event OG for legal transactions with event participants**

### **Table of contents:**

1. Contractual partner
2. Scope of application
3. Scope of services
4. Offer and conclusion of contract
5. Remuneration, terms of payment and withdrawal from the contract by RP
6. Performance conditions and deadlines
7. Authorization of use
8. Liability
9. Right of withdrawal of the customer (right of revocation)
10. Choice of law and place of jurisdiction
11. Final provisions

### **1. Contractual partner**

RP Media & Event OG  
Kreuzgasse 1  
2100 Leobendorf Austria

Tel: +43 660 41 74 660  
E-Mail: [office@risingproductions.at](mailto:office@risingproductions.at)  
Instagram: @risingproductions.at  
Website: [www.risingproductions.at](http://www.risingproductions.at)

### **2. Scope of application**

- 2.1. RP Media & Event OG (hereinafter referred to as "RP") provides its customers with multimedia services, in particular in the course of events (e.g. sports competitions), in accordance with these General Terms and Conditions (hereinafter referred to as "GTC"). These GTC primarily regulate the ordering, payment and use of these services.
- 2.2. Provisions deviating from or supplementing these GTC shall only become part of the contract if RP expressly agrees to this in writing.

### **3. Scope of services**

- 3.1. The services offered by RP include the digital recording and post-processing of photos and videos (including audio tracks) of customers in the course of their participation in events (e.g. sports competitions), which are made available to customers for use in digital form in accordance with these GTC.

- 3.2. The customer has the option of selecting the desired services (e.g. photo or video packages with a different number of photos/videos to be produced, selection of different video formats, additional provision of raw materials etc.) in RP's online booking forms or to agree the scope of services in direct consultation with RP (e.g. conclusion of contract by e-mail).
- 3.3. The scope of services to be provided by RP shall be based on the agreement between the parties.

#### **4. Offer and conclusion of contract**

- 4.1. All offers from RP are subject to change unless they are expressly designated as binding.
- 4.2. Service descriptions on the Internet, in particular on RP's website or in social media (e.g. Instagram), do not constitute an assurance, guarantee or similar of services. Furthermore, errors are excepted.
- 4.3. By clicking on the button "Order now with obligation to pay" in RP's online booking forms, the customer submits a binding offer to conclude a contract with RP for the provision of multimedia services by RP.
- 4.4. Subject to a statutory right of withdrawal, the customer shall be bound by its offers for two working days. It is noted that RP is not obliged to accept offers from customers.
- 4.5. RP shall confirm receipt of the offer by sending an e-mail - which may be generated automatically - to the e-mail address provided by the customer, with which the offer is simultaneously accepted ("order and order confirmation") and a contract is concluded between the customer and RP.

#### **5. Remuneration, terms of payment and withdrawal from the contract by RP**

- 5.1. All fees are quoted in euros and include all taxes.
- 5.2. The customer will be informed of the fees, taxes or other costs in the online booking form.
- 5.3. Unless otherwise agreed in individual cases, payments shall be made exclusively in the form of advance payment within three calendar days (receipt by RP) without deduction.
- 5.4. If payment is not made in full on time, RP shall be entitled (but not obliged) to withdraw from the contract by setting a grace period of two calendar days, for which an e-mail to the e-mail address provided to RP by the customer shall suffice.
- 5.5. It is expressly stated that RP's entitlement to remuneration shall also apply if services are not provided by RP due to circumstances outside RP's sphere of responsibility (e.g. non-appearance or non-admission of the customer to the event).

## **6. Performance conditions and deadlines**

- 6.1. Unless expressly agreed otherwise, RP shall make the ordered photos or videos available to the customer exclusively in digital form for the customer's use by sending a download link to the e-mail address provided to RP by the customer. RP shall that the photos/videos are made available for retrieval 60 calendar days after the download link has been sent. RP is not obliged to store the photos/videos beyond this period or to make them available to the customer.
- 6.2. The customer must create the conditions for retrieving the ordered photos/videos (e.g. Internet connection) at his own expense. The risk of loss or alteration of the data is transferred to the customer upon download.
- 6.3. Unless otherwise agreed in individual cases, the photos/videos shall be made available to the customer for use within five working days from the day of the event (in the case of events lasting several days: from the last day of the event).

## **7. Authorization of use**

- 7.1. RP grants the customer, on condition of full payment of the agreed fee, a simple (non-exclusive and non-excludable), non-transferable (also non-assignable or sublicensable) license to use the ordered photos or videos for the expressly agreed purpose, within the agreed limits (time and place restrictions, number of copies, etc.); the customer shall only be granted use to the extent or in the manner required for the disclosed purpose of the contract.
- 7.2. In any case, RP retains all exploitation rights, in particular to reproduce, distribute, publicly perform or show the photos and videos (including audio tracks), broadcast them by radio or in a similar manner, make them available to the public (in particular via the Internet) and also to grant or grant third parties usage authorizations/rights to them.
- 7.3. Ownership of the image and video files (including audio tracks) shall remain with RP in all cases.
- 7.4. Unless expressly agreed otherwise in writing, the customer is permitted in particular to reproduce, distribute or make available the photos/videos on the Internet (including in social media, e.g. Instagram etc.) exclusively for private purposes (in social media exclusively via the customer's private social media account). Any commercial use of the photos/videos, in particular for advertising purposes, is prohibited for the customer in all cases.
- 7.5. Reproduction or distribution of the photos/videos on data carriers (e.g. hard disks, USB sticks, DVDs, etc.), their public performance/presentation and broadcasting by radio or similar means is not permitted under any circumstances. The right to make a backup copy remains unaffected by this.
- 7.6. Any alteration (editing) of the photos/videos is prohibited and requires the prior express written consent of RP; this also applies to merely

minor changes or adjustments, the conversion of photos/videos into a different color spectrum (e.g. black and white), the application of filters, etc.

- 7.7. RP is entitled to label the photos/videos RP's manufacturer's name in any way RP deems appropriate. The customer is obliged to the integrity of the manufacturer's designation. If necessary, the manufacturer's designation shall be affixed or renewed; this shall also apply in particular to the production of copies of digital files.
- 7.8. The customer is obliged to store digital files in such a way that the manufacturer's name remains electronically linked to the files during any type of data transfer so that RP can be clearly and unambiguously identified as the manufacturer of the images.
- 7.9. Unless there is an express written agreement to the contrary, RP is entitled to use the photos/videos free of charge to promote RP's activities. The customer expressly consents to publication for RP's advertising purposes and waives the assertion of any claims, in particular from the right to one's own image and to claims for use. Taking into account the applicable data protection regulations, the customer also gives his consent for his personal data, in particular the photos/videos, to be processed by RP for publication for advertising purposes.

## **8. Liability**

- 8.1. Unless expressly negotiated otherwise between the parties, RP shall not owe any success for its services, but shall carry out the work with the due care of a prudent contractor of a multimedia agency.
- 8.2. In all cases under consideration, RP shall only be liable for damages in the event of intent or gross negligence. In the event of slight negligence, RP shall only be liable for personal injury or for damages under the Product Liability Act.
- 8.3. RP shall not be liable for indirect damage, loss of profit, loss of interest, failure to make savings, consequential damage and financial loss, damage arising from third-party claims or for the loss of data and its recovery.

## **9. Right of withdrawal of the customer (right of revocation)**

- 9.1. The customer has the right to revoke his contractual declaration or a contract that has already been concluded within fourteen calendar days without giving reasons. In the case of service contracts, the revocation period begins on the day the contract is concluded and in the case of purchase contracts or other contracts for the purchase of goods against payment from the day on which the customer or a third party named by the customer, who is not the carrier, has taken possession of the goods. If the customer has ordered the goods as part of a single order and these goods are delivered separately, the withdrawal period begins on the day on which the customer or a third party named by the customer, who is not the carrier, has taken possession of the last goods.

- 9.2. If the obligation to inform the customer about the existence of the right of withdrawal (conditions, deadlines and procedure for exercising this right) has not been fulfilled, the withdrawal period shall be extended by twelve months. If the information is subsequently provided within twelve months from the date of conclusion of the contract (for service contracts) or taking possession of the goods or separate delivery of the last goods (for purchase contracts), the withdrawal period shall end fourteen calendar days after the date on which the customer receives this information.
- 9.3. In order to exercise the right of withdrawal, the customer must inform RP of his decision to withdraw from the contract by means of a clear declaration (e.g. a letter sent by post or by e-mail to the address specified under point 1 of these GTC). In order to comply with the withdrawal period, it is sufficient for the customer to send his notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.
- 9.4. If the customer revokes his contractual declaration or a contract that has already been concluded, RP must reimburse the customer for all payments that RP has received from the customer without delay, but at the latest within fourteen calendar days from the day on which RP receives notification of the revocation of this contract.

For this repayment, RP shall use the same means of payment that the customer used for the original transaction, unless expressly agreed otherwise with the customer. Under no circumstances will the customer be charged any fees for the repayment.

If the customer has requested that a service be commenced during the withdrawal period, the customer shall pay RP a reasonable amount corresponding to the proportion of the service already provided by the time the customer notifies RP of the exercise of the right of withdrawal in relation to the total scope of the agreed services.

- 9.5. In particular, the customer has no right of withdrawal for contracts concerning
- services, if RP has confirmed on the basis of the prior express prior to the start of the provision of services that it has taken note of the fact that the customer loses its right of withdrawal upon full performance of the contract and the service has then been provided in full;
  - Goods that are manufactured according to customer specifications or are clearly tailored to the personal needs of the customer;
  - the provision of digital content that is not to be delivered on a physical data carrier, if RP has begun with the fulfillment of the contract, if, in addition, the customer has expressly agreed to the start of the fulfillment of the contract before the expiry of the withdrawal period, the customer has confirmed that he has taken note of the fact that he loses his right of withdrawal by the premature start of the fulfillment of the contract, and RP has provided the customer with a copy or confirmation of the concluded contract.

## **10. Choice of law and place of jurisdiction**

- 10.1. Austrian law shall apply exclusively to the exclusion of national and supranational conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods.

10.2. For all disputes arising from or in connection with contracts between the contracting parties, the exclusive jurisdiction of the competent court at RP's registered office is agreed, to the extent permitted by law.

## **11. Final provisions**

11.1. The place of performance shall be the registered office of RP.

11.2. The use of subcontractors by RP is always permitted.

11.3. The customer shall be obliged to notify RP of any changes to its address or e-mail address without being requested to do so and without delay as long as the contract not been completely fulfilled by both parties, otherwise declarations from RP to the customer shall be deemed to have been received even if RP sends them to the last address or e-mail address notified to RP.

11.4. Amendments or additions to agreements must be made in writing. This also applies to the amendment of the written form requirement.

11.5. Should any provision of these GTC be or become void, invalid or unenforceable in whole or in part, this shall not affect the legal validity of the remaining provisions. The void, invalid or unenforceable provision shall, to the extent permitted by law, be deemed replaced by a valid and enforceable provision that comes closest to the economic purpose of the void, invalid or unenforceable provision in terms of subject matter, extent, time, place and scope.

11.6. RP is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

RP Media & Event OG

Status: 06.12.2024