

**ÖBB-WERBUNG GMBH
GENERAL TERMS AND CONDITIONS
for promotion**

1. General information

These General Terms and Conditions of Business apply between ÖBB-Werbung GmbH (hereinafter referred to as “ÖBB-Werbung”) and its customers (hereinafter referred to as the “Principal”) for the use of space at the railway station for promotional purposes. For the avoidance of doubt, promotion or certain types of promotion (with or without facilities) are not permitted in all areas at the railway station and the specific area that can be used will be determined between ÖBB-Werbung and its customers in the course of the contractual agreement. Under no circumstances is promotion permitted directly in front of escalator entrances and exits, on platforms, in lifts and within 2 metres of escape routes and guidance systems for the blind.

2. Placing orders, cancellation

- 2.1. The Principal is to make a written request to ÖBB-Werbung for space advertising, stating the type of planned advertising. This does not apply to sales promotions by railway undertakings as part of the Network Statement. ÖBB-Werbung will then forward a non-binding written offer or product information, subject to the consent of the owner of the promotional space. In the event of verbal or written confirmation from the Principal and consent of the owner of the promotional space, ÖBB-Werbung shall subsequently forward a binding offer to the Principal. An order shall be deemed to have been placed as soon as ÖBB-Werbung receives the written offer (order) from ÖBB-Werbung countersigned by the Principal (e.g. by e-mail). Verbal and additional agreements that are not confirmed in writing by ÖBB-Werbung are not valid.
- 2.2. Orders may be cancelled at the latest without a cancellation fee up to two weeks before the start of the contract. If the contract is cancelled within two weeks to one week, a cancellation fee of 50% of the fee stated in the order shall be charged. If the contract is cancelled within one week, a cancellation fee of 80% of the fee stated in the order shall be charged.
- 2.3. Any costs and fees incurred despite cancellation shall be borne by the Principal, who shall render ÖBB-Werbung exempt in this respect.

3. Term of contract, cancellation

- 3.1. The contract is entered for a specific term.
- 3.2. ÖBB-Werbung is entitled to terminate the contract for good cause with immediate effect. Good cause includes, in particular, default by the Principal on payment obligations in accordance with the contract despite reminders from ÖBB-Werbung, any serious breach of contractual obligations, in particular of items 6 (Prohibited advertising content), 11.1 (Prohibition of dissemination), the rejection of an application to institute insolvency proceedings for lack of cost-covering assets or the cancellation of insolvency proceedings against the Principal's assets for this reason. ÖBB-Werbung shall also be entitled to terminate the contract with immediate effect if significant parts of the promotional space are rebuilt or renovated, or if the owner of the promotional space needs the space itself (own use), or if the Principal's ownership structure changes such that more than 50% of the shares are held directly or indirectly by other persons or companies than those that held such shares at the time the contract was entered into.
- 3.3. If the cancellation of the contract was caused by the Principal for good cause, the outstanding contractual amount up to the end of the agreed term is agreed as a flat-rate compensation payment (penalty) for the economic disadvantages suffered by ÖBB-Werbung as a result of the premature termination and falls due for payment immediately upon cancellation of the contract.

4. Consequences of contract termination

The Principal is to ensure that all equipment required for the promotion is properly and completely removed or disposed of at its own expense immediately at the end of the promotion. The Principal is to restore the condition of the promotional space that applied at the time at which the contract started.

5. Responsibility for the content of advertising

- 5.1. The Principal is solely responsible for the content and legal admissibility of advertising in conjunction with promotion (displays and flyers etc.) and for compliance with official regulations. The Principal guarantees that the content of the advertising does not violate applicable law, contractual obligations of the Principal or point 6 of these General Terms and Conditions of Business (unauthorised advertising content).
- 5.2. The Principal states that it is in possession of all the necessary rights (e.g. copyright, labelling rights) and any required consent (e.g. personal rights) for use, in particular with regard to reproduction and distribution.
- 5.3. The Principal shall render ÖBB-Werbung and the owner of the promotional space exempt in the event of a breach of points 5.1. or 5.2. and shall also assume the cost of any necessary legal representation of ÖBB-Werbung and the owner of the promotional space.
- 5.4. ÖBB-Werbung is entitled, but does not undertake, to immediately prohibit promotions with advertising content of the Principal that violate applicable law, contractual obligations or point 6 of these General Terms and Conditions of Business (unauthorised advertising content). ÖBB-Werbung undertakes to inform the Principal without delay in such a case. If ÖBB-Werbung exercises such a right, it shall nevertheless be entitled to the agreed remuneration.

6. Unauthorised advertising content

- 6.1. No promotion may be conducted by way of advertising content that is contrary to public decency (e.g. pornographic or sexist advertising, advertising for addictive substances), violates the law on the protection of minors or the prohibition law or the advertising industry's code of ethics or contains discriminatory advertising within the meaning of unequal treatment of people based on certain characteristics, in particular with regard to gender, sexual orientation, ethnic origin, race, religion and ideology as a distinguishing feature. Religious promotion are subject to presentation of a valid framework agreement with ÖBB-Infrastruktur AG to provide for and authorise the missionary activities of the religious society.

- 6.2. Furthermore, promotion for political purposes and for the collection of donations or signatures, for the recruitment of members and for the sale of goods or services on site is not permitted. Furthermore, promotion may only be conducted to the extent that travellers are not hindered or delayed in their progress. Promotion is prohibited, in particular, directly in front of escalator entrances and exits, on platforms, in lifts and within 2 metres of escape routes and guidance systems for the blind.
 - 6.3. Similarly, promotion that is likely to damage the reputation of the owner of the promotional space is not permitted.
 - 6.4. Before the start of the promotion, any advertising material (e.g. flyers, stand structures etc.) are to be sent to ÖBB-Werbung and reviewed and approved by ÖBB-Werbung with regard to points 6.1. to 6.3.
 - 6.5. In the event of a breach of points 6.1. to 6.3., ÖBB-Werbung shall be entitled to refuse an order or withdraw from an order that has already been accepted.
- 7. Authorisations, instructions**
- 7.1. All equipment used for the promotion must comply with the current certificate for fire protection (fire protection class B1/Q1).
 - 7.2. All the Principal's employees or persons assigned to the Principal who perform promotional activities are to follow the instructions of the security personnel at the railway station.
 - 7.3. Promoters are to be provided with copies of the promotion order and are to present these during on-site inspections.
- 8. Terms and conditions of payment**
- 8.1. Payments shall be transferred with discharging effect exclusively to the account of ÖBB-Werbung stated on the invoice. Unless otherwise agreed in writing, invoices shall be written out without delay following the start of the invoicing period. Unless otherwise agreed in writing, the invoice amount falls due for payment immediately after invoicing. A discount is not granted.
 - 8.2. In the event of late payment, the Principal shall reimburse all expenses and costs caused by the late payment, which may also be charged as flat-rate reminder fees. ÖBB-Werbung shall also be entitled to charge the Principal interest on arrears at the statutory rate.
- 9. Fees, costs**
- 9.1. Any statutory fees for the respective contract shall be borne by the Principal. ÖBB-Werbung shall conduct the charging process in accordance with the statutory provisions and ensure that fees are paid to the extent specified by law. The invoiced fee shall, in any case, fall due for payment immediately after invoicing without any deduction.
 - 9.2. If the tax office's invoice does not correspond to the amount transferred by the Principal, the shortfall shall be offset or the excess amount shall be refunded, including if the fee was previously calculated differently by ÖBB-Werbung.
- 10. Warranty, compensation for damages**
- 10.1. ÖBB-Werbung does not guarantee that the promotion shall be continually available during the respective term of contract. ÖBB-Werbung excludes any liability for any damage due to temporary restrictions or disruptions to advertising, for whatever reason, unless it or a company of the ÖBB Group or its employees act with wilful intent or gross negligence, whereby the burden of proof lies with the Principal. The Principal waives any claims for compensation if the promotion needs to be restricted for operational or technical reasons on the part of the owner of the promotion space. Minor restrictions do not affect the agreed remuneration either.
 - 10.2. ÖBB-Werbung also excludes any liability for damage, including consequential damage, to equipment owned by the Principal, unless it or a company of the ÖBB Group or its employees act with wilful intent or gross negligence, in which case the burden of proof lies with the Principal.
 - 10.3. Liability for a specific advertising success, for damage caused by third parties to the facilities used for the promotion and for damage due to force majeure (e.g. pandemics or evacuations etc.) is excluded.
 - 10.4. The Principal shall be solely and fully liable for any damage to the railway station, the promotion area and railway customers etc. caused in conjunction with the promotion (e.g. by the equipment or personnel deployed by the Principal).
 - 10.5. Unless otherwise agreed in writing, the Principal is to assert any notifications of defects or claims for compensation in writing within 7 days of the start of the promotion. Otherwise they shall be excluded. In the event of justified and timely notification of defects, ÖBB-Werbung shall be entitled to remedy the defect or offer an alternative. In any case, ÖBB-Werbung is under no obligation to provide an alternative.
 - 10.6. Insofar as liability for damages or consequential damages is not already excluded by way of the preceding provisions, it shall, in any case, be limited to the amount of the total advertising fee, however, up to a maximum amount of € 5,000. The Principal waives any further-reaching claims. Under no circumstances shall ÖBB-Werbung be liable for minor negligence or loss of expected profits.
- 11. Forwarding, subletting**
- 11.1. Any full or partial transfer of the booked promotional space to third parties shall only be permitted with ÖBB-Werbung's prior, written, consent.
 - 11.2. The Principal undertakes to inform ÖBB-Werbung without delay in writing of any changes to the company's legal or economic influence. In such cases, ÖBB-Werbung may demand a new contract.
 - 11.3. ÖBB-Werbung reserves the right to charge a separate fee for its consent to the full or partial transfer of the booked promotional space or in the event of a new contract being entered into as a result of changes in accordance with Section 11.2.

12. Confidentiality, data protection

- 12.1. The Principal undertakes to maintain strict confidentiality regarding all business secrets of which it becomes aware in the course of the respective contract, including following expiry of the respective contract. The Principal shall also place this obligation on its employees and furnish ÖBB-Werbung with proof of this on request.
- 12.2. Both the Principal and ÖBB-Werbung are responsible within the meaning of data protection law for the data storage they perform at their own responsibility. The Principal acknowledges that all data in conjunction with the respective contract, in particular its content, file number, name/company, title, address and contact person, shall be stored automatically by ÖBB-Werbung and undertakes to inform natural persons it states (in particular contact persons) about the forwarding of data to ÖBB-Werbung. ÖBB-Werbung may also use the e-mail addresses made available by the Principal in the course of initiating and conducting business relationships to conduct electronic customer surveys, in particular on the topics of customer satisfaction and product portfolio development.
- 12.3. When entering its e-mail address and at any time thereafter, the Principal has the option of refusing to receive messages for the aforementioned purposes by sending an e-mail to: werbung@oebb.at.

13. Measures against corruption and restrictions on competition

- 13.1. The Principal undertakes to adopt all necessary measures to avoid corruption and, in particular, to take all necessary organisational and personnel precautions to ensure that it and all persons working for it in business dealings with ÖBB-Werbung (i) strictly comply with all criminal law provisions to combat corruption, in particular the provisions of Sections 168b, 153, 153a, 304 to 309 and 146 to 148a of the Austrian Criminal Code and Sections 10 to 12 of the Austrian Act Against Unfair Competition (UWG); (ii) not to offer, promise or grant any prohibited benefits or other advantages to persons working for ÖBB-Werbung, not to demand, allow themselves to be promised or accept any prohibited benefits or other advantages from such persons and not to endeavour to influence such persons in any other way; (iii) not to instruct third parties to perform the acts described in (i) and (ii) or otherwise contribute to their execution.
- 13.2. The Principal further undertakes not to violate antitrust law or other regulations that are aimed at protecting unrestricted competition.
- 13.3. Ultimately, the Principal undertakes to place the obligations described in 16.1. and 16.2. on any third parties it commissions and withdraw from the contract with third parties with immediate effect or terminate such a contract with immediate effect if it is proven or there is reasonable suspicion that the third party has committed an act described above.

14. Miscellaneous

- 14.1. The Principal is not entitled to withhold payments after the due date or to offset them against claims against ÖBB-Werbung, unless the Principal's claim is directly legally related to its payment obligation and has become res judicata or is expressly recognised in writing by ÖBB-Werbung.
- 14.2. All deliveries to the address last notified by the Principal shall be deemed to have been received by the Principal until a new address is stated in writing.
- 14.3. Verbal subsidiary agreements that extend beyond the contractual agreements have not been entered into. Amendments or supplementary information shall only be valid if they comply with the written form requirement. This also applies to waiving this written form requirement itself.
- 14.4. The invalidity or impracticability of any provision of these General Terms and Conditions of Business shall not affect the validity of the remaining provisions. Invalid or impracticable provisions are to be replaced by those that come closest to the intended economic purpose.
- 14.5. Austrian law applies by way of exclusion of the conflict of laws rules of private international law. The competent court for the first district of Vienna is deemed the exclusive place of jurisdiction.
- 14.6. The respective, current, version of these General Terms and Conditions of Business is available on the ÖBB-Werbung website.