



WIESEN COMFORT CAMPING



HOUSE/CAMPSITE RULES & REGULATIONS COMFORT CAMPING OUT OF THE WOODS FESTIVAL

General Terms and Conditions of Arcadia Live GmbH for renting accommodation during the Out of the Woods Festival at the Ottakringer Arena Wiesen festival site. Principally, camping at Comfort Camping area is only permitted with a valid festival ticket and a specially acquired Comfort Camping authorization.

1. Scope and contractual partners

These terms refer to the rental of accommodation (log cabins for up to 6 people, ready assembled and equipped rental tents and tent plots for self assembly of tents - Details of the accommodation can be found on www.arcadia-live.com/comfortcamping) for the purpose of overnight stays in the comfort camping area on the Ottakringer Arena Wiesen festival grounds at the Out Of The Woods Festival during the period from 20/07/2017 to 22/07/2017 organized by the Arcadia Live GmbH.

The contract constitutes an agreement between Arcadia Live GmbH (Arcadia Live GmbH is referred to in these terms and conditions as the owner) and the respective customer as the tenant/ cabin guest. Minor tenants must provide the written consent from their parents or guardian otherwise the legal contract and agreement cannot come into effect. A single individual who registers a group booking on the behalf of others is held solely liable and is deemed as the representative of the other residents.

2. Language of Contract

The contract is drawn up in English.

3. Accommodation/Services Offered and Completion of Contract

Individual accommodation is available while stocks last. The offers on the following website, www.outofthewoods.at, are non-binding and do not represent offers in the legal sense. Information given orally or by telephone merely represents non-binding information. Decisive for the content of the contract on the rental of accommodation, is the booking confirmation of the accommodation ticket issued out of the FKP Scorpio Konzertproduktionen GmbH, which will be sent by email in addition to the festival / resort tickets, and cover letter.

4. Tickets (confirmation of renting the accommodation)

The ticket that has been delivered by e-mail ticket for the rental of one or more accommodations represent the authorization to enter and use the accommodation. Please submit your booking confirmation at the reception of the Comfort Camping Area for the allocation of the rentals.

5. Payment for Comfort Camping Tickets and Cancellation fees

The accommodation prices quoted include VAT. Cancellation by the tenant of the concluded contract (the contract is concluded by the acceptance of the offer by the



WIESEN COMFORT CAMPING



renter when sending the confirmation email by Arcadia Live GmbH) requires the written consent of the owner. If this is not adhered to, the tenant forfeits the full rental price, even if the contractual services have not been or only partly used. The statutory cancellation rights (for example by delay or failure to meet the obligation) remain unaffected. The following conditions apply if the organizer has granted consent to the written cancellation:

Cancellations of the contract of any property made up to 42 calendar days before the rental (with the exception of the Jazz Festival Wiesen - 20 calendar days prior to arrival are accepted) will only be charged a processing fee for the cancellation to the amount of EUR 50.00. Upon termination of up to 14 calendar days before arrival, 50% of the contractual amount is due. At a later cancellation or non-attendance, a cancellation fee of 100% of Comfort Camping price is required. Each accommodation is rented for the entire festival period - there is no claim for compensation for unused rental days. The tenant must prove, if necessary, that no damages arise for the owner by the non-arrival or cancellation, that the damage is less than the payable cancellation fee or the forfeited rent.

The owner reserves the right to make cancellations up to 14 calendar days before the start of the rental period, if insufficient bookings are received. In this case, payments made already will be refunded.

In case of cancellation of the event prior to the acquisition of the rental property by the tenant, a full refund of the sum already paid is made.

In case of a cancellation of event AFTER the accessing the property, NO refund of the accommodation fee will be made to the tenant.

6. Deposit for log cabin and tent

For the use of the log cabins a deposit of 200 euros per guest and for the use of the tents deposit of 50 euros, respectively, are to be paid in cash on arrival at the reception by the tenant. Any damages to the property found at the hand-over on departure, will be charged against the deposit. The tenant is liable for any damages or loss of property caused by him/herself (and for the damages or loss of property caused by other persons accommodated in the property) to its intrinsic value, even if this exceeds the total amount of the deposit. Excluded from this liability are typical dirt and damages caused by inclement weather conditions (for example by thunderstorms or hail).

If the accommodation or rental property is heavily soiled and has not been cleaned by the tenant before returning property, up to 50% of the deposit can be withheld.

7. Rental Accommodation

The accommodation (property) can be rented for 3 nights from the start of the festival. On arrival, the tenant can access the property no earlier than the official opening time of the camping areas (12:00 hrs.). On departure, the property must be handover must take place before 14:00 hrs.

All rented items remain the property of the owner. The accommodation „Wiesen Lodge“ and „Wiesen Romantic Lodge „ are rented out with a complete inventory and a set of towels provided once only. The inventory is to be treated with care.

A strict non-smoking regulation and a ban on open fire apply to all units. All cabins are equipped with smoke detectors and a fire extinguisher. Improper use of the extinguisher



WIESEN COMFORT CAMPING



results in the complete coverage of all cleaning costs, the replacement of any damaged articles and the tenant acknowledges sole responsibility for any injury caused while in residence. Should the smoke-alarm be triggered and subsequently lead to a fire brigade operation, the tenant is required to bear all costs.

Any alteration to the properties is prohibited to the tenant; as is forbidden for the tenant to move the location of the tent without proper authorization. The corresponding cost to restore the original condition will be charged to the tenant.

The rental property must be examined prior to the hand-over by the tenant himself. If no check is carried out by the tenant, he acknowledges the examination by the owner. Subsequent complaints or reclamations are excluded and will not be accepted by the owner. Claims for damages by the tenant of any kind and for whatever legal reason whatsoever, whether direct or indirect damage, damage to property or personal injury are excluded, unless the owner is held responsible for gross negligence or intent. The owner is not liable in cases of force majeure.

The owner is not liable for the loss, theft or damage to any personal property brought by the tenant including vehicles.

The guest/tenant bears the sole risk of liability for cash and valuables which are left unguarded in the accommodation and understands and acknowledges that the owner accepts NO legal or financial responsibility in respect of any loss, destruction or damage of valuables in the accommodation and the overall Comfort Camping Area.

8. Rental Property

The renter of the property is obliged to comply with the applicable regulations (house/campsite rules, parking regulations). In addition the official festival rules apply. These are binding and are accepted by all tenants using the rental properties (according to the information on www.wiesen.at).

Should the tenant make improper use of the accommodation such as subletting, occupying more than the registered guests, use of the property to any other purposes than accommodation, the disruption of peace and not complying to the house/campsite rules, etc., as well as non-payment of rentals or parts thereof, the contract may be terminated without notice.

9. Tent plots

Tent plots are allocated a separate area at the check-in desk, in which the personal tent (maximum a 3-man tent) must be assembled. The plot is to be treated with care and must not be damaged (digging holes, tearing grass, heavy soiling by fluids, food or similar).

10. Other provisions

If any provision of these terms and conditions are made invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision which fulfils the intent and purpose of the invalid provision in a legally effective manner. The same applies to possible unintentional regulation gaps.

The owner reserves the right to change these Terms and Conditions, as well as the general festival rules at any time without giving reasons. This change shall be published



WIESEN COMFORT CAMPING



on the website. Should the tenant not contradict or disagree with any of amended GTC within two weeks of the amendment, the new GTC shall be deemed accepted.

On failure to comply with the house/campsite rules or other applicable rules, as well as highly disruptive behaviour, Arcadia Live GmbH reserves the right to terminate the contract immediately and have the respective persons removed from both the Comfort Camping Area, as well as from the Wiesen festival grounds. Any payments made will not be refunded.

11. Electricity

All cabins are equipped with electricity. All electrical connections are limited for safety reasons to a maximum power of 1000 watts per socket. The electricity is produced locally and is thus vulnerable to disruption and voltage fluctuations. The owner accepts no liability for the use of the power source and for any defects in equipment caused by power fluctuations or outages. The tenant acknowledges and confirms, with the purchase of the electricity supply, to have enough reasonable knowledge for safe and responsible use of the electricity power connection.

The tenant is expressly obliged to protect the electrical connection from liquids of any kind and is obliged to immediately report any problems with the electricity connection at the Comfort Camping reception.

The autonomous connection of multiple sockets is not permitted.

The owner reserves the right to (temporarily) interrupt the power supply in case of extreme inclement weather conditions or for security reasons.

12. WIFI

The owner provides a voucher for a WLAN-access code to the respective number of residents per accommodation.

Only one WLAN-enabled device per ticket can receive to access the Internet.

The owner provides the WLAN-network at Comfort Camping area, but cannot guarantee 100% functioning wireless network to be available at all times.

The owner cannot accept any liability for any/temporary failures of the wireless network or the Internet connection.

The owner can wholly, partially or temporarily restrict or exclude Internet access to the renter. The owner reserves the right to deny access to certain sites or services (e.g. to violent, pornographic or paid pages) via the wireless network at his discretion and at any time. The owner points out that in certain circumstances the Internet traffic is unencrypted. The data can, therefore be viewed by third parties. The wireless network allows access to the Internet only. The retrieved content is not subject to verification by the owner, in particular to see whether it contains malicious software (viruses, Trojans, bugs or the like). The owner would like to emphasize the risk that malware when using the Wi-Fi network on the mobile device. The use of the Internet network is at users and tenant's own risk. All access data made available (user names, passwords, character combinations) are intended only for personal use of the tenant only and may not be disclosed to third parties. The tenant is obliged to keep his access data secret.



WIESEN COMFORT CAMPING



The tenant agrees to comply with the law in force in use of the Internet. The tenant is held solely responsible for the data provided by paid services and the transactions ensuing via WLAN network that is provided by the owner.

The tenant agrees in particular:

- To not use the Wi-Fi network for retrieval, nor the dissemination of immoral or illegal content;
- To reproduce, distribute or make accessible any copyrighted goods illegally ;
- To observe the existing child protection legislation;
- To not send or distribute any harassing, libelling or threatening content;
- Nor to use the Internet network to send out mass messages (spam) and / or other forms of illegal advertising.

13. Peace Keeping at Night Time & Volume Regulations at the Comfort Camping Area

Residing in peace and harmony, as well as comfort and tranquillity come first at the Comfort Camping Area. Accordingly, the prescribed night rest from 00:00 - 08:00 must be observed. Throughout the entire Comfort Camping Area and at any time, the ban on the use of loudspeakers, musical instruments and other objects, which can disturb the peace and rest of other campers, is also applicable. The Comfort Camping area stewards' instructions are to be followed without reserve.

14. Statutory Rights

Austrian statutory law applies to all legal matters.