



## General Conditions of Contract for the 12<sup>th</sup> Züri-Wiesn – Unser Oktoberfest

### 1. General

The 12th Züri-Wiesn – Unser Oktoberfest will be held in the main station in the period 13th September – 6th October 2018. The Organisational Committee of Züri-Wiesn – Unser Oktoberfest (hereinafter referred to as OC Züri-Wiesn) sells tickets for Wiesn event packages.

### 2. Wiesn-Packages

Persons wishing to buy tickets (hereinafter referred to as "ticket purchaser") can buy tickets for the Wiesn packages from OC Züri-Wiesn and the respective website, [zueri-wiesn.ch](http://zueri-wiesn.ch), either at the Wiesn-Treff ticket desk in the central hall of Zurich's main station or by ordering online. Payment must be made by credit card. Online orders are possible until 1 pm of the day of the event. The ticket purchaser will be given a ticket in the form of an order confirmation. The ticket purchaser can then obtain his/her vouchers on presentation of the original order confirmation and suitable means of identification from the Wiesn-Treff ticket desk (5 pm–7 pm) on the appropriate day.

For the packages Wiesnkaiser and Wiesnkönig, it is only possible to order tables of 10. For the package Wiesn-Single, individual tickets can be bought, however, there is no fixed seating, the allocation of seats will be made on-site. The ticket purchaser will be given vouchers for food and drink and admission wristbands, which must be worn.

Wiesnkaiser 990.00\* Swiss francs, including handling fee and VAT.  
Monday–Sunday 5 pm–11 pm

This package includes

- 20 Mass (litre glasses) of beer
- 5 Brezn (pretzels)
- 10 Weisswürste (Bavarian veal sausages)
- 10 main dishes (pork knuckle, roast chicken or vegetarian ragout of mushrooms)
- 5 alcohol-free drinks
- Reserved table for 10 in the Wiesnkaiser area

\*The Wiesnkaiser package is available on Sundays and Mondays for the bargain price of only 740.00 Swiss francs.

Wiesnkönig 890.00\* Swiss francs, including handling fee and VAT.  
Monday–Sunday 5 pm–11 pm

This package includes

- 20 Mass (litre glasses) of beer
- 5 Brezn (pretzels)
- 10 main dishes (pork knuckle, roast chicken or vegetarian ragout of mushrooms)
- 5 alcohol-free drinks
- Reserved table for 10 in the Wiesnkönig area

\*The Wiesnkönig package is available on Sundays and Mondays for the bargain price of only 640.00 Swiss francs.

Wiesn-Single 60.00 Swiss francs, including handling fee and VAT.  
Sunday - Tuesday 5 pm - 11 pm (bookable online)

Wednesday - Saturday (only at the box office)

This package includes

- 1 Mass (litre glass) of beer
- 1 main dish (pork knuckle, roast chicken or vegetarian ragout of mushrooms)
- Reserved seat for 1 in the Wiesn-Single-Area
- No fixed seating, allocation of seats will be made on-site after admission

The ticket purchaser must occupy the table by 7 pm on the day of the reservation at the latest as otherwise the management will allocate the table to other guests without any refund. If the maximum number of guests allowed in beer tent has been reached, admission will be refused in compliance with fire safety regulations.

Reservations are only valid for the ticket purchaser and his/her guests on the event day booked. Every effort will be made to take into account the guests' seating wishes. It is not possible to guarantee particular areas of the beer tent, tables or table numbers.

### 3. Scope

These General Conditions of Contract ("GCC") govern the use of the Züri-Wiesn website and the sale of tickets via the OC Züri-Wiesn ticketing system. By confirming the checkbox "I have read and I accept the General Conditions of Contract", the customer declares that he/she acknowledges and complies with the GCC.

### 4. Process at the Wiesn-Treff ticket desk

On presentation of the ticket (confirmation of payment) at the Wiesn-Treff ticket desk, the ticket purchaser will be given his/her vouchers and entry wristbands.

### 5. Payment

#### 5.1 Purchasing from the Wiesn-Treff ticket desk

Payment can be made in cash or by credit card (Eurocard/MasterCard, Visa). Payment against invoice is not possible.

#### 5.2 Online orders

Payment is effected by debiting the credit card (Eurocard/MasterCard, Visa) specified during the order process.

### 6. Exchange or return

#### 6.1 General

An indemnification fee of 40.00 Swiss francs will be applied subsequently for unjustified charge-backs (attempts to reverse the debit charge to a credit card).

#### 6.2 Ticket return fees

Exchange or return of tickets will be charged with the following fees

- Ticket return until 4 weeks before event date: 10 % of total amount
- Ticket return from 4 weeks before event date: 50 % of total amount
- Ticket return from 2 weeks before event date: 100 % of total amount  
(no Ticket return possible anymore)

#### 6.3 Event cancellation

The ticket purchaser must return the ticket to the OC Züri-Wiesn for a cancelled event within 30 days after the date printed on the ticket. The price of the ticket including handling fee and VAT in accordance with section 2 will be refunded.

### 7. Loss or damage

The ticket purchaser is responsible for safeguarding the confirmation until the event and bears all risks associated with its loss or damage.

### 8. Obligations of the ticket purchaser during his/her visit to the event

Through the acquisition of the ticket, the ticket purchaser acknowledges the rules governing safety, admission, age and other aspects of the event and recognises that he/she may be excluded from the event without compensation on failure to observe these rules.

Young people under the age of 18 may not enter the beer tent even if accompanied by their parents or other legal guardian. OC Züri-Wiesn is entitled to perform appropriate identity checks and, where necessary, to expel any under-age persons from the event. In addition to this, legal provisions relating to the protection of minors also apply. Smoking is not allowed in the beer tent.

### 9. Filming and photography for advertising purposes

Films may be shot and photographs taken during the Züri-Wiesn. Wherever possible, photographers and film teams will be easily recognisable. Please avoid them if you do not wish any pictures of you to be taken that may then appear in public at a later date, or inform the photographers and film teams there and then. If you do not do this, we will assume that you agree to the images being used free of charge.

### 10. Luggage storage

Handbags, backpacks and any other luggage items are not allowed at Züri-Wiesn. A luggage storage can be found in the intermediate floor of Zurich main station, where bags and luggage items can be stored. Ticket purchasers are urged to store their luggage in advance in order to allow for a fast and smooth admission.

### 11. No onward sale

Any trading in purchased tickets, specifically for business-related or commercial purposes, is prohibited. Infringements may result in the loss of the contractual performance associated with the purchased tickets and in claims for damages against the original ticket purchaser and persons acquiring the tickets. Persons breaching these provisions may be excluded from purchasing tickets.

The ticket purchaser is not allowed to use tickets in his/her advertising aimed at the general public and/or for prize draws without the explicit prior consent of the organisers.



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#### 12. Ear plugs

There may be a risk of damage to hearing or general health owing to the sound level during the concerts. Ear plugs will be distributed at the Wiesn-Treff and in the entrance area. OC Züri-Wiesn rejects all liability for any damage to hearing or general health that may occur.

#### 13. Prices

The prices indicated for packages on the zueri-wiesn.ch website include 8,0% VAT and handling fee.

#### 14. OC Züri-Wiesn disclaimer

##### 14.1 Liability

OC Züri-Wiesn assumes no liability whatsoever, even in the event of negligence, for damage to property, persons and other loss relating to the organisation and execution of the event. In particular, OC Züri-Wiesn excludes any liability for damage resulting from cancellation, inadequate organisation or execution of events. Any other claims, in particular claims for compensation or for lost profits, are excluded unless the damage was caused as a result of intent or gross negligence on the part of OC Züri-Wiesn.

##### 14.2 Liability relating to the use of the Internet

OC Züri-Wiesn makes every effort to ensure that the information made available on the zueri-wiesn.ch website is complete, up-to-date and accurate. OC Züri-Wiesn provides no guarantee that the information on the website is accurate, complete and up-to-date and that no errors in transmission can occur, and rejects any liability for damage or inconvenience that may result therefrom unless they are the result of intent or gross negligence on the part of OC Züri-Wiesn. The ticket purchaser acknowledges that OC Züri-Wiesn assumes no warranty for the content of websites to which links exist and that it declines any liability for them. Owing to the technical characteristics of the Internet, OC Züri-Wiesn does not assume any guarantee for the error- and interruption-free provision of OC Züri-Wiesn services over the Internet.

OC Züri-Wiesn cannot exclude the possibility of unlawful interference with the IT system, or the misuse of details that the ticket purchaser discloses, by unauthorised third parties and assumes no liability for any damage that may occur as a result of this. OC Züri-Wiesn also rejects any liability for damage to the ticket purchaser's IT system as a result of using the zueri-wiesn.ch website and in particular will not be liable for damage to the ticket purchaser's IT system that may be caused by rogue software such as viruses, worms and Trojan horses. The ticket purchaser uses his/her hardware (including printer), operating system and telecommunications devices in order to take advantage of OC Züri-Wiesn services at his/her own risk. The ticket purchaser acknowledges that OC Züri-Wiesn is not bound to support specific types of software or specific operating platforms or systems or to maintain support for them in future.

#### 15. Changes to the GCC

OC Züri-Wiesn reserves the right to amend and to modify the GCC at any time.

#### 16. Use of the Züri-Wiesn website

The entire content of the Züri-Wiesn website is protected by copyright and is the exclusive and comprehensive property of OC Züri-Wiesn unless specified otherwise. The Züri-Wiesn website may contain references to third-party trade marks and rights of use which must be respected. The (partial or complete) reproduction, distribution, transmission (by electronic or other means), modification, linking or use of the Züri-Wiesn website for public or commercial purposes is not permitted without the prior written consent of OC Züri-Wiesn.

#### 17. Severability clause

Should one or more of the provisions of these General Conditions of Contract be or become, in part or in full, invalid or unenforceable, the validity or enforceability of the remaining provisions of these GCC, or moreover of those governing the acquisition of the ticket, will not be affected. In this case, the contractual parties will replace the invalid or unenforceable provision with a valid and enforceable provision that corresponds most closely to the commercial purpose of the provision being replaced. The same applies correspondingly in the event that these GCC contain an omission.

#### 18. Jurisdiction

The agreed place of jurisdiction is Zurich.

Adliswil, 14th March 2018