

GENERAL TERMS AND CONDITIONS (AGB)

of Independent Cinema – Verein zur Förderung unabhängigen Filmschaffens
in 1070 Vienna, Austria, ZVR: 551380685 (hereinafter also: Independent Cinema)
for the Purchase of Passes and Single Tickets for VIENNA SHORTS and for the
Use of the VoD/Streaming Platform THIS IS SHORT (<https://thisisshort.filmchief.com>)
Version 1/2024, as of: April 18, 2024

A. PURCHASE OF PASSES & SINGLE TICKETS

1. General

VIENNA SHORTS is a film festival that organizes cinema screenings and other events. VIENNA SHORTS (hereinafter also: the FESTIVAL) is operated by Independent Cinema – Verein zur Förderung unabhängigen Filmschaffens.

The following General Terms and Conditions are part of all offers and contracts for the purchase of passes and single tickets from VIENNA SHORTS. By redeeming a ticket from VIENNA SHORTS, the user acknowledges the General Terms and Conditions of the FESTIVAL as well as the house rules of the respective festival location.

Each valid ticket entitles one person to attend the specified screening while complying with the respective house rules. The valid ticket must always be presented to the admission staff upon request. It is not permitted to occupy a seat other than the one specified on the ticket. There is no re-entry to the cinemas. In case of violations of the house rules or the above provisions, the visitor may be expelled from the screening without a refund of the ticket price.

Without special permission, any image and/or sound recordings are prohibited for copyright reasons. In the case of television, film, or photo recordings, the visitor expressly agrees that any recordings made of him/her during or in connection with the event (image, film, video) may be used without compensation within the scope of the usual evaluation.

Changes to the program or venue are reserved.

2. Conclusion of Contract for Distance Selling

VIENNA SHORTS sells tickets via <https://viennashorts.filmchief.com>. The offer of the customer becomes effective only with the announcement (on the internet by entering and submitting) of all necessary and requested data for payment processing. The customer is obliged to provide the data correctly. VIENNA SHORTS points out that the contract only becomes legally effective if the payment is approved by the customer's bank or credit card company. VIENNA SHORTS excludes any liability for damages arising from the fact that the payment is not approved by the bank and/or the credit card company.

3. Payment Terms

The payment process depends on the chosen payment method. When paying by credit card or another payment service (e.g., PayPal, EPS, etc.), transaction costs may be incurred, which are borne by the users. Invoices will be sent to the user by email after the payment process.

4. Exclusion of Right of Return and Exchange

Returns and/or exchanges of tickets are excluded except in the case of event cancellations. There will be no refund of paid ticket prices. Short-term delays in the start of the screening do not entitle the buyer to return the ticket.

In case of interruption of the screening, a replacement screening will be offered. If this is not possible for programmatic or other reasons, VIENNA SHORTS will only refund the admission price if less than half of the program's runtime has been shown at the time of the interruption.

VIENNA SHORTS does not provide replacements for unused or partially used tickets (e.g., due to late arrival) or for lost tickets.

5. Collection

Tickets purchased online will be delivered digitally (in the Filmchief account, or by email, or in the festival app). The one-time usable code on the online ticket will be electronically invalidated by the admission staff using corresponding code scanners. Online tickets with an already invalidated code do not entitle entry to the event. Reselling online tickets for commercial purposes is not permitted.

6. Payment

The delivered goods or tickets remain the property of VIENNA SHORTS until full payment has been received.

7. Right of Withdrawal / Consumer Protection Notice

Since the services offered are leisure services within the meaning of consumer protection law, the consumer does not have a statutory special right of withdrawal for contracts concluded at a distance or declarations of intent made at a distance.

8. Free Admission under 18 & Culture Pass Holders

Free tickets for persons under 18 & culture pass holders are only available at the respective cinema box office upon presentation of an ID. If the corresponding ID cannot be presented, the entitlement lapses and the full ticket price must be paid. No advance ticket sales possible.

9. Final Provisions

Should parts of these terms and conditions be invalid, the validity of the remaining terms and conditions shall not be affected thereby. Austrian law applies, excluding its referral rules. Any provisions of the consumer's country of residence that are more favorable to the consumer remain unaffected.

B. STREAMING PLATFORM THIS IS SHORT

1. General

THIS IS SHORT is a streaming platform that enables on-demand offerings in the short film sector. THIS IS SHORT (hereinafter also referred to as the SERVICE) is operated by Independent Cinema – Verein zur Förderung unabhängigen Filmschaffens.

These General Terms and Conditions (hereinafter: "GTC") apply to the use of the SERVICE, for the transmission, storage, and processing of information, texts, graphics, or other materials by the user of the SERVICE or by a person on their behalf (collectively referred to as "Content"), and for all contracts concluded between the users of the SERVICE and Independent Cinema – Verein zur Förderung unabhängigen Filmschaffens in the context of using the SERVICE.

These GTC apply in their current version at the time of the respective conclusion of the contract. GTC of contractual partners do not apply to this contractual relationship. By concluding the purchase contract, registration with VIENNA SHORTS takes place, whereby these GTC are accepted by the user. By logging into THIS IS SHORT, the user accepts the applicable GTC there:

<https://thisisshort.filmchief.com/hub/terms-and-conditions>

2. Registration

In order to use the SERVICE, the user must register at <https://viennashorts.filmchief.com> and log in to THIS IS SHORT. Only with the registration of an account and by logging into the streaming platform, is it possible to use and manage the services offered on the platform. Each registered and logged-in user receives their own account indefinitely.

Registration requires, among other things, the entry of the name and email address of the user and the creation of a password. Correct and complete information must be provided during registration. If the user's personal data changes, they must inform Independent Cinema of the changes.

Independent Cinema is entitled to verify the accuracy of the data provided. In addition to other reasons for suspending or terminating the authorization to use the SERVICE, Independent Cinema is entitled to temporarily or permanently block access and exclude the user from any use if any of their information is untrue, inaccurate, outdated, or incomplete, or if Independent Cinema has reason to believe that the information provided is untrue, inaccurate, outdated, or incomplete.

By registering and subsequently logging in, the user enters into a contract with Independent Cinema for the use of the SERVICE.

Registration is only open to natural persons aged 18 years or older and only for private use.

Each user may register only one account. The user may not transfer their account and any associated content and usage rights to a third party.

The user is obliged to treat the access data to their account confidentially and not to disclose it to third parties. The user is liable to Independent Cinema for any misuse of their account by third parties attributable to them.

Streaming of content by the user is only possible digitally. Streaming of films by the user may only be done from a device located in the geographical region (territory/area) for which the film is available. THIS IS SHORT

is entitled to control this by storing so-called "cookies" on the user's device and/or by verifying login data, IP address, access, and/or payment data.

3. Paid Services - Video-on-Demand

3.1. Conclusion of Contract

A one-time fee must be paid for the use of the services of THIS IS SHORT. The amount of the fee will be communicated to the users in a timely manner before ordering the respective service. By clicking the "Buy Now" button for the respective service, the user submits a binding offer to purchase the service to Independent Cinema. The contract is concluded when Independent Cinema informs the user of the acceptance of the offer or begins performance of the contract. For the right of withdrawal for consumers, see Section B.6. Warranty is based on statutory provisions.

Currently, the SERVICE includes the following services:

Short films and curated short film programs can be viewed free of charge on THIS IS SHORT. Independent Cinema is responsible for the content of VIENNA SHORTS festival windows on THIS IS SHORT. Due to licensing reasons, Independent Cinema may restrict access to content territorially. Certain content may therefore only be used within certain territorial boundaries that have been unlocked by Independent Cinema.

3.2. Usage Rights

All content of THIS IS SHORT is protected by Austrian and international laws. All rights guaranteed by copyright law and other laws, in particular all exploitation rights and related rights, property rights, and other rights, are expressly reserved for all content. The content may only be used by the user within the scope of this usage agreement; any use beyond this requires the prior written consent of the rights holders.

The user is entitled to use the content for the intended private use. The user is thereby granted the right to use the content within the contractually specified time limit for screening in the private sphere for non-commercial purposes and in accordance with the other provisions of the usage agreement. The user does not receive any further usage rights. The usage license is not transferable to third parties.

In particular, the user is not entitled to edit, distribute, or make the content publicly accessible, provide it publicly, perform it publicly, or otherwise exploit it - whether commercially or non-commercially.

Exceeding the respective scope of use may result in civil law claims for injunctions, information, and damages from Independent Cinema as well as from other respective rights holders, as well as criminal prosecution.

3.3. Fee/Payment Terms/Invoice

The respective prices stated on VIENNA SHORTS or THIS IS SHORT apply as agreed ("Usage Fees").

The user agrees to pay a one-time fee for the SERVICE. The usage fee is billed through a payment system provided on the SERVICE and remunerated by payment to Independent Cinema. The usage fee is immediately due before the service is provided.

Payment of fees can only be made through payment options offered on the SERVICE. The payment process depends on the chosen payment method. Payment by credit card or other payment service (e.g., PayPal,

EPS, etc.) may incur transaction costs borne by the users. Invoices will be sent to the user by email after the payment process.

4. Technical Requirements for Streaming Films

To use THIS IS SHORT, an internet connection with the technical capacity to access/stream electronic services and media and a corresponding, up-to-date device including software (browser) are necessary. Independent Cinema recommends a broadband internet connection (3 MB/s for standard resolution or higher). Significant fees may be incurred, which depend on the telecommunications or data contract of the users - Independent Cinema has no influence on this.

5. Interruption of the SERVICE/Termination of Access to the SERVICE

The user acknowledges that it is not possible to keep the SERVICE available at all times, and interruptions of the SERVICE may occur for technical reasons (such as updates, maintenance, etc.). Temporary interruption or termination of access to the SERVICE does not give rise to any legal claims whatsoever for the user. The user has the right to delete their account at any time.

If the user violates this agreement or applicable law and does not cease such improper behavior within a period of seven working days after written warning, Independent Cinema is entitled to terminate access to the SERVICE without further notice and with immediate effect and to deactivate or delete the account and all information and files on the account, and/or to block any further access to such files or the SERVICE.

Outstanding claims of Independent Cinema remain unaffected by deletion of the account.

The user acknowledges that Independent Cinema is not liable to users or third parties for the interruption or termination of the SERVICE or the termination of access to the SERVICE by a user.

The user also expressly acknowledges that Independent Cinema has the right to terminate the service with immediate effect regarding individual films if the rights granted by the respective producers or rights holders for the execution of this service expire or are effectively revoked.

6. Information for Consumers/Right of Withdrawal

6.1. In general, consumers have the right to withdraw from contracts concluded by distance selling and off-premises contracts within 14 days of conclusion of the contract without giving reasons (Fern- und Auswärtsgeschäftegesetz – FAGG – BGBl I Nr. 33/2014). As a result, the contents of the SERVICE could only be made available after the expiry of the 14 days after purchase of a pass. However, to enable the streaming of digital content immediately, the legislator has provided for the possibility of an exception to the right of withdrawal. For this purpose, the express consent of the users to waive their right of withdrawal is necessary.

6.2. Further information about the right of withdrawal can be found at

https://www.viennashorts.com/assets/media/Withdrawal-information_Vienna-Shorts2024.pdf

7. Liability of Independent Cinema – Verein zur Förderung unabhängigen Filmschaffens

Except for personal injury, Independent Cinema is only liable for itself or its vicarious agents in cases of intent or gross negligence. This limitation of liability applies to contractual and non-contractual claims. Liability based on mandatory legal provisions remains unaffected.

Independent Cinema cannot guarantee that access to the platform will be available at all times without interruption and error-free. Independent Cinema endeavors to ensure the continuous availability of the SERVICE. Downtimes due to maintenance, updates, as well as due to circumstances (such as technical problems of third parties, force majeure), which are not within the control of Independent Cinema and therefore cannot be represented by Independent Cinema, and through which the SERVICE is not accessible via the Internet, cannot be excluded.

The user is responsible for regularly updating the software used by them, as well as for data backup, up-to-date virus protection, and firewall systems.

Independent Cinema does not guarantee universal playability of the provided content with every player software or with every technology used by the user. If retrieved files are not playable or incomplete even with standard software, Independent Cinema requests notification.

8. Youth Protection

The user is obliged not to assist persons under 18 years of age in accessing adult offerings. The user undertakes to present or make accessible to children or adolescents only those contents that are approved for the respective age group.

9. Data Protection

Data processing is carried out under the conditions stated in the privacy policy of the SERVICE. This can be accessed via the link <https://thisisshort.filmchief.com/hub/privacy-policy?back=about-us> and saved as a PDF.

10. Amendment of the GTC

Independent Cinema reserves the right to amend these GTC at any time. Independent Cinema will inform the users in advance of the amendment to the GTC. If a user does not agree to the new GTC, their account will be deleted with a notice period of three months to the end of the month. Section B.5. of these GTC applies mutatis mutandis.

The new GTC replaces the old version and applies to all contracts concluded after their publication.

11. Miscellaneous

These GTC and all contracts concluded on their basis are subject to Austrian law. Regardless of the foregoing sentence, however, the provisions of their country of residence apply, which may not be deviated from by agreement under the law of their country of residence. The application of international conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods is excluded. The exclusive place of jurisdiction is Vienna, Austria, unless the applicable consumer protection provisions for consumer transactions stipulate otherwise. These GTC and all contracts concluded on their basis can only be amended or supplemented in writing. If individual provisions of these GTC do not comply with mandatory legal provisions, this does not affect the remaining provisions of these GTC.