

(As of: November 1, 2024)

Terms and Conditions (T&Cs) Connoisseur Circle

General Terms and Conditions (GTC) for digital products and print products
products of Connoisseur Circle Reiseservice GesmbH

(hereinafter referred to as CC or publisher)

1040 Vienna, Waaggasse 5 / Staircase 1 / Top 8

1. An "advertisement order" within the meaning of the following general terms and conditions is a contract for the publication of one or more advertisements or special forms of advertising by an advertiser or other advertiser for the purpose of distribution.
2. In case of doubt, advertisements must be retrieved for publication within one year of the conclusion of the contract.
If the right to call up individual advertisements is granted within the scope of a contract, the order must be processed within one year of the publication of the first advertisement, provided that the first advertisement was called up and published as planned.
3. In the case of contracts, the client is entitled to call up additional advertisements within the agreed period in excess of the number of advertisements specified in the order.
4. If orders are withdrawn, a cancellation fee of 15% of the advertisement value will be charged.

Orders can only be canceled up until the advertising deadline.

5. Orders for advertisements and third-party inserts that are expressly intended to be published exclusively in specific issues, specific editions, or specific places in the print publication or digital portfolio must be received by the publisher in good time so that the client can be notified before the advertising deadline if the order cannot be executed in this manner.

Classified advertisements will be printed in the respective section without the need for an express agreement.

6. Advertisements that are not recognizable as advertisements due to their editorial design shall be clearly marked as such by the publisher with the words

"Advertisement/Advertising/Paid placement."

7. The publisher reserves the right to reject advertising orders—including individual call-offs within the scope of a contract—and insert orders on the basis of their content, origin, or technical form in accordance with the publisher's uniform, objectively justified principles if their content violates laws or official regulations or if their publication is unreasonable for the publisher.

This also applies to orders placed with branch offices, receiving offices, or representatives. Insert orders are only binding for the publisher after a sample of the insert has been submitted and approved.

Inserts that, due to their format or presentation, give the reader the impression of being part of the newspaper or magazine, or that contain third-party advertisements, will not be accepted. The client will be notified immediately if an order is rejected.

The client guarantees that the content of its advertising material and advertising space and any links contained therein do not violate any press law, competition law, criminal law, data protection law or other legal provisions, in particular that they do not contain any radical political content or content that violates the Prohibition Act or other laws, or content or forms that violate decency and morality, and that they do not infringe on the personal rights of third parties.

8. The client further guarantees that he is the owner of the copyrights, trademarks, ancillary copyrights, personal rights, and other rights of use required for advertising, in particular the documents provided or used by him for CC (e.g., texts, photos, graphics, files, sound recordings, and video tapes, etc.) and that they have lawfully collected any personal data (including photos) and that the transfer of this data to CC is also lawful.
9. CC reserves the right not to carry out advertising measures that have been objected to by the Austrian Advertising Council. This also includes the immediate cessation of an advertising campaign that is already running. For this reason, CC may refuse to accept advertising orders and withdraw from legally binding orders.
10. The client is responsible for the timely digital publication or delivery of the advertisement text and flawless print documents or inserts. The publisher will immediately request replacements for any print documents that are recognizably unsuitable or damaged. The publisher guarantees the usual print quality for the title in question within the scope of the possibilities offered by the print documents, as well as a high-quality presence in digital products in line with industry standards.
11. If the advertisement is wholly or partially illegible, incorrect, or incomplete, the client is entitled to a reduction in payment or a replacement advertisement free of defects, but only to the extent that the purpose of the advertisement was impaired. If the publisher allows a reasonable deadline set for this purpose to pass or if the replacement advertisement is again not flawless, the client shall be entitled to a reduction in payment or cancellation of the order.
12. Claims for damages arising from positive breach of contract, culpa in contrahendo, and tort are excluded, even if the order was placed by telephone. Claims for damages arising from impossibility of performance and delay are limited to compensation for foreseeable damage and to the fee payable for the advertisement or supplement in question. This does not apply to intent or gross negligence on the part of the publisher, its legal representative, or its vicarious agents. The publisher's liability for damages due to the absence of warranted characteristics remains unaffected. In commercial business transactions, the publisher is also not liable for gross negligence on the part of vicarious agents; in the

In all other cases, liability for gross negligence towards merchants is limited to the foreseeable damage up to the amount of the relevant advertising fee. Complaints must be made within four weeks of receipt of the invoice and receipt, except in the case of non-obvious defects.

13. CC reserves the right to change, discontinue, or restrict its services, even without prior notice, including to specific user groups.
14. The client acknowledges that any warranty and liability on the part of CC towards the client (with the exception of points 10 and 11 of the General Terms and Conditions), in particular for damages arising from the use of the services and the programs offered for download, is excluded to the extent permitted by law. Furthermore, claims for damages by the client or third parties due to the use or even the unavailability of CC's services are excluded.
15. In particular, CC cannot accept any liability for the absence of viruses and other harmful programs such as spyware, Trojans, and the like, and recommends that the user install suitable protection programs, in particular virus protection software, and regularly update such programs.
16. Proofs will only be supplied upon express request. The client is responsible for the accuracy of the returned proofs. The publisher will take into account all corrections that are communicated to it in writing within the deadline set when the proof was sent.
17. If the client does not make an advance payment, the invoice will be sent immediately, but if possible 14 days after publication of the advertisement in digital or print form. The invoice must be paid within the period specified in the price list, starting from the date of receipt of the invoice, unless a different payment period or advance payment has been agreed in individual cases. Any discounts for early payment will be granted in accordance with the price list where applicable.

18. In the event of late payment or deferral, interest at a rate of 8 percent above the respective valid base rate of the Austrian National Bank and collection costs shall be charged. In the event of late payment, the publisher may postpone further execution of the current order until payment has been made and demand advance payment for the remaining advertisements. If there are justified doubts about the client's solvency, the publisher is entitled, even during the term of an advertising contract, to make the publication of further advertisements dependent on advance payment of the amount and settlement of outstanding invoice amounts, regardless of any originally agreed payment terms.
19. Upon request, the publisher will provide an advertisement voucher (e.g., specimen copy) with the invoice. Depending on the type and scope of the advertisement order, advertisement clippings, specimen pages, or complete specimen numbers will be provided.
20. The client shall bear the costs for the production of ordered printed materials and for significant changes to the originally agreed designs requested or justified by the client.
21. If no specific size specifications are given, the actual print height customary for the type of advertisement shall be used as the basis for calculation.
22. Printed materials will only be returned to the client upon special request. The obligation to retain such materials ends three months after the order has been completed.
23. A reduction in circulation may give rise to a claim for a price reduction in the case of a contract for several advertisements if the individual circulation figures for the magazines sold fall below the average circulation. A reduction in the number of copies sold – online and offline – is only a defect justifying a price reduction if and to the extent that it amounts to 20% for a circulation of up to 50,000 copies, 15% for a circulation of up to 100,000 copies, 15% for a circulation of up to 500,000 copies, and 5% for a circulation of over 500,000 copies. This also applies mutatis mutandis to individual placements.

If CC is unable to provide a contractually agreed service volume for a client within the agreed period, CC shall be entitled and obliged to make up the outstanding service volume in connection with the order in question or in connection with a new order already effectively booked by the client, at CC's discretion, within the CC product portfolio within a reasonable period of time. In the event of a shortfall in reader contacts, the difference to the agreed service volume shall be guaranteed as a credit note. Further claims are excluded.

24. Unforeseeable events such as pandemics, natural disasters, etc., or changes in distribution logistics may necessitate a deviation from normal distribution and marketing operations.
25. The place of performance is the registered office of the publisher. The place of jurisdiction is the registered office of the publisher. Insofar as claims of the publisher are not asserted in summary proceedings, the place of jurisdiction for non-merchants shall be determined by their place of residence. If the place of residence or habitual abode of the client is unknown at the time the action is brought, or if the client has moved his place of residence or habitual abode outside the jurisdiction of the law after conclusion of the contract, the place of jurisdiction shall be the registered office of the publisher.