

Conditions of Participation and Performance

U-Bahn-Stars

Version: August 2021

Wiener Linien GmbH & Co KG is making certain areas of public space at selected underground stations and – in consultation with the City of Vienna – certain public outdoor spaces available to buskers in order to enable these musicians to make the time passengers spend at underground stations more pleasant.

Your participation is subject to the following terms and conditions:

1. Conduct while COVID-19 restrictions imposed by the Austrian Federal Government apply

- 1.1. The following conditions set out under Point 1 must be complied with for as long as the restrictions imposed by the Austrian Federal Government relating to COVID-19 remain in effect.
- 1.2. The restrictions imposed by the Federal Government as a consequence of COVID-19 in place on the day of a performance must be complied with. These restrictions can be accessed online on the platforms of the Federal Government (www.sozialministerium.at and www.gesundheit.gv.at). Additional information can also be found on the website of Wiener Linien GmbH & Co KG (www.wienerlinien.at).
- 1.3. Reservations and performances take place on a voluntary basis and at the performer's own risk.

2. General terms and conditions | project participation (inclusion and changes)

- 2.1. In order to become a "U-Bahn-Star", you essentially need to successfully complete a casting session. It is also possible to participate for a limited period of time on the basis of a so-called wild card.
- 2.2. Castings typically take place once or twice per year. You must attach a video or audio file as a sample when registering. To apply for a wild card between castings, it is enough to send us video or audio files as your application. Wild cards can be used several times in succession. Decisions relating to the number of wild cards allocated and their validity shall be made solely by Wiener Linien GmbH & Co KG on a case-by-case basis. No legal entitlement exists to receive a wild card.
- 2.3. Participation is open to musicians who are at least 18 years old at the time of their participation.
- 2.4. You need to be registered at a postal address in Austria or in another EU Member State.
- 2.5. You need a photo ID or other official document in order to verify your identity.

- 2.6. Copies of these documents and personal data will be stored for documentation purposes by Wiener Linien GmbH & Co KG and processed to the extent necessary (refer to Point 4 Data protection provisions).
- 2.7. You need to speak sufficient German and/or English in order to be able to complete the application process and, in the event that your application is successful, to perform publicly.
- 2.8. If your application is successful, you will receive a link to the online schedule of U-Bahn-Stars (ubscal.seeyou.at), which can be used to register yourself and, once this has been approved, you can then register your own busking sessions (slots). You will be responsible for booking and cancelling busking slots. Wiener Linien GmbH & Co KG does not guarantee any defined regularity in terms of the assignment or provision of busking slots.
- 2.9. Please note the fair-play rules of the U-Bahn-Stars online schedule. In particular: Cancel your busking slot in good time if you cannot make it.
- 2.10. If your application is successful, you will receive access to your digital busking permit (refer to Point 2.11), which allows you to perform within the context of the U-Bahn-Stars project. This permit is valid until the date specified on the permit and must be presented if requested by Inspecting Authorities. It is also necessary to carry a personal ID with a photo in order to establish your identity. The digital ID is non-transferable.
- 2.11. The digital ID will be stored securely in an online schedule (ubscal.seeyou.at) to prevent counterfeiting. This contains the data of the performers (including any and all band members). If inspected, you need to access the online schedule (ubscal.seeyou.at) and to present the digital ID stored here to the Inspecting Authorities. Performers are themselves responsible for ensuring that they can access the online schedule via suitable technical devices (e.g. mobile phone, tablet, etc.) during performances.
- 2.12. If it is necessary to make changes at a later point in time (e.g. new band name or band members or a new address), Wiener Linien GmbH & Co KG must be contacted in writing without delay (refer to Point 3.23). The changes will only come into effect after being recorded by Wiener Linien GmbH & Co KG. Until this point in time, you must perform under the old performing or band name and no new band members may perform.
- 2.13. All musicians must comply with the House Rules and the Conditions of Carriage of Wiener Linien GmbH & Co KG. The House Rules apply in the marked station areas of Wiener Linien GmbH & Co KG from the entrance to the station until the edge of the platform (but not on vehicles). The Conditions of Carriage also apply beyond the ticket validators and on vehicles. The latest versions of the House Rules and the Conditions of Carriage can be accessed on the website of Wiener Linien GmbH & Co KG (www.wienerlinien.at).

3. General terms and conditions | performances

- 3.1. Performances must be pre-registered in advance via the booking platform. From 30 minutes before the performance, the start of the performance activity must be reported by check-in in the booking platform. Immediately after the end of the performance, the end of the performance must be confirmed by check-out in the booking platform. If such notification has not been made, the performance shall be deemed not to have taken place. An exception is made if the artist can prove that the performance actually took place at the specified time at the specified location (e.g. picture/video material with date stamp). If inspected, the check-in or check-out notification must be presented by the artist. After the first violation of the obligation to report the beginning and end of the performance, Wiener Linien GmbH & Co KG will issue a warning. In case of multiple violations, Wiener Linien GmbH & Co KG is entitled to proceed according to point 3.21. If a claim is made against Wiener Linien GmbH & Co KG due to incorrect or incomplete information provided by the artist, or if Wiener Linien GmbH & Co KG suffers (material or immaterial) damage as a result, the artist shall indemnify and hold Wiener Linien GmbH & Co KG harmless in this respect.
- 3.2. Compliance with the Conditions of Participation will be overseen by employees of Wiener Linien GmbH & Co KG, the police and/or City of Vienna authorities (referred to here collectively as: Inspecting Authorities). Inspecting Authorities are entitled to request musicians to establish their identity and to provide evidence of their status as U-Bahn-Stars.
- 3.3. Performances are to be held only with the instruments and band members (those having taken part in a casting) announced in advance.
- 3.4. Performances may not be assigned to artists who are not participants of the U-Bahn-Stars project.
- 3.5. In the case of performances at locations which
 - a. are held beyond the ticket validators, the digital ID is sufficient for the duration of the performance and there is no need to possess a valid ticket in addition. Access to the digital ID (refer to Point 2.11) by means of suitable technical devices must be ensured. If requested by Inspecting Authorities, a valid photo ID must also be presented in addition to the digital ID. If you are unable to present your digital ID and are not in possession of a valid ticket, your presence beyond the ticket validators will be considered to be fare dodging in accordance with the valid Conditions of Carriage of Wiener Linien GmbH & Co KG (accessible under www.wienerlinien.at).
 - b. take place at an outdoor venue, you are required to carry a valid photo ID and have access to your digital ID (refer to Point 2.11) by means of an appropriate technical device. If requested, these are to be presented to Inspecting Authorities.
- 3.6. Your U-Bahn-Stars performances do not entail you incurring any costs or charges (e.g. for busking spot reservations).

- 3.7. You are permitted to receive voluntary donations during your U-Bahn-Stars performances. No restrictions apply with regard to the use of these funds.
- 3.8. Wiener Linien GmbH & Co KG will pay all AKM (Austrian Artists' Association) fees payable in the context of the U-Bahn-Stars project. As the performing musician / band, you guarantee that your performances do not violate any other third-party rights. You agree to hold harmless and indemnify Wiener Linien GmbH & Co KG in the event of any third-party claims.
- 3.9. Performances take place during the authorised times at the relevant venue and each for a duration of 1.5 hours. This period includes the time necessary for all activities (including preparations), i.e. also for assembling or dismantling instruments and equipment. These performance times are to be strictly complied with.
- 3.10. With the exception of the ban on playing music and the sale of recording media, all other House Rules of Wiener Linien GmbH & Co KG shall apply at underground stations during U-Bahn-Stars performances, e.g. the ban on alcoholic beverages. At outdoor venues (refer to Point 3.19), the requirements and restrictions set out in the relevant permits shall apply.
- 3.11. Ensure that your programme (playlist) is varied and that the volume is appropriate. As a guideline, the volume of performances may be slightly louder than the background noise level. It must be possible to easily hear loudspeaker announcements at underground stations at all times. If you are requested to play quieter by Inspecting Authorities, you must comply with this request.
- 3.12. Wiener Linien GmbH & Co KG is unable to provide you with electrical power for your performances at underground stations. You are authorised to use your own battery-powered amplifiers in as far as the maximum permitted volume (see above) is not exceeded.
- 3.13. Your equipment must not act as an obstacle for passengers or passers-by in any way. Do not leave your equipment unattended at any time.
- 3.14. Remove all your equipment from the venue after your performance and leave the venue in the same condition that you found it.
- 3.15. Only use the areas marked with the U-Bahn-Stars logo for your performances.
- 3.16. In the interests of your safety and that of all our passengers, always pay attention to announcements and follow the instructions issued by our personnel.
- 3.17. If major problems arise during performances, please use the emergency hotline (tel. no.: +43 1 7909 111) to contact the control centre of Wiener Linien GmbH & Co KG.
- 3.18. In as far as this is legally permissible, Wiener Linien GmbH & Co KG accepts no liability in connection with U-Bahn-Stars performances. In particular, Wiener Linien GmbH & Co KG shall accept no liability for any losses incurred in connection with any sales of your recordings. In the event of any claims for compensation or demands for fees (taxes, charges or the like) asserted against Wiener Linien GmbH & Co KG in connection with your selling activities, you commit to indemnify and hold us harmless

against such claims.

- 3.19. In the case of outdoor venues, you must comply with the requirements and restrictions specified in the relevant permit (e.g. volume). These permits can be accessed when making reservations in the online schedule (ubscal.seeyou.at). Before making a reservation, artists are required to assure themselves by means of this permit that their planned performance is possible in accordance with the requirements and restrictions applicable at the intended outdoor venue. The artist alone is responsible for compliance with these restrictions and requirements. In the event of any claims asserted against Wiener Linien GmbH & Co KG as a result of your performance, the performer (including any band members) shall likewise indemnify and hold Wiener Linien GmbH & Co KG harmless.
- 3.20. If requested by Wiener Linien GmbH & Co KG in connection with the contents of Points 3.1, 3.8, 3.18 and/or Point 3.19, artists (and any band members) shall act as defendants in the place of Wiener Linien GmbH & Co KG during any legal proceedings, provide support during such proceedings or act as co-defendants.
- 3.21. In the event of serious or persistent non-compliance with the Conditions of Performance, your permit will be revoked.
- 3.22. Wiener Linien GmbH & Co KG also retains the right to exclude participants from the U-Bahn-Stars project without the need to explain the grounds for any such decision.
- 3.23. Please send any organisational questions, complaints, requests, etc. to: u-bahn-stars@wienerlinien.at.

4. Data protection provisions

4.1. Processed data and processing purposes

- a. The personal data you provide (including your passport, full name, email address, band name, number of people, names of band members, addresses of all band members, date of birth) will be processed by Wiener Linien GmbH & Co KG for the purposes of coordinating your performances and managing contacts.
- b. Video and audio recordings will be made for communication and media purposes during the casting session and, if your application is successful, performances.

4.2. Data transfers

- a. Subject to your consent, your personal data (description of the band, contact person, email address and telephone number) will be published on the Wiener Linien website in connection with the U-Bahn-Stars project and/or in the case of booking requests from third parties.
- b. Moreover, the name of your band as well as video and audio recordings, as defined under Point 4.1.b, will be published in the course of the marketing and communication activities associated with the U-Bahn-Stars project.

4.3. Deletion

- a. Your data will generally be deleted six months after you cease to participate in

the project in as far as no data storage requirements prevent this or longer storage is necessary in connection with the assertion or defence of legal claims.

4.4. Data processors / other data transfers

- a. Wiener Linien GmbH & Co KG relies on the following processors in this context: hoster(s) and/or technical service provider(s)

4.5. Your rights

- a. You have the right to request information about your stored personal data.
- b. If your data are incorrect or incomplete, you have the right to request that these are corrected or completed.
- c. Likewise and subject to certain preconditions, you can request the deletion of your data, e.g. if your data are no longer required in connection with the purposes for which they were captured and/or processed.
- d. Moreover, you have the right to receive a copy of your data in a digital format. You can then forward these data to third parties yourself. Alternatively, you can request that your data are forwarded directly to a third party in as far as this is technically possible.
- e. In as far as the data processing performed by Wiener Linien GmbH & Co KG is on the basis of a statement of consent, this can be revoked at any point in time.
- f. You can request that the use of your data is restricted. This is possible, for example, if you have withdrawn your consent for the use of the data and this contradiction has not yet been decided upon. The consequence of any such restriction shall be that the data will only continue to be stored but will no longer be processed.
- g. In order to assert your rights, please send an email to datenschutz@wienerlinien.at or a letter to Wiener Linien GmbH & Co KG, Stabstelle Compliance & Checks, Erdbergstraße 202, 1030 Vienna. Please note that proof of identity (a signed request and a copy of an ID) is required in order to process your request.
- h. You also have the right to address complaints to the Austrian Data Protection Authority in the case of data protection infringements.

4.6. Contact details

For further information, please contact:

Wiener Linien GmbH & Co KG

Corporate Communication

Erdbergstraße 202, 1030 Vienna

Tel.: +43 (0)1 7909 100

Email: u-bahn-stars@wienerlinien.at