

Special Terms and Conditions of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & CoKG, Haider Straße 40, A-4052 Ansfelden (also referred to as TAB) for Online Terminal Management (Online Music Shop, Online Service, Online Tournament)

1. General Conditions:

The "General Terms and Conditions of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & CoKG" shall be valid, provided that these general terms and conditions are not replaced or extended by the present Special Terms and Conditions. For the "General Terms and Conditions", see www.tab.at.

TAB does not assume any responsibility for the availability of the ChampionsNet server. For this reason claims based on a temporary unavailability shall not be permissible.

The stipulations contained in the "General Terms and Conditions of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & CoKG" shall form the basis for handling any claims for damages. Damages for any consequential losses shall be limited to a sum amounting to 50 % of the Online Service or Online Tournament license fees paid during the 12 months preceding the damage which resulted in the consequential losses. TAB shall only be held liable for such consequential losses if such losses are the result of intent or gross negligence or of TAB or one of TAB's agents.

TAB shall only be held responsible for any damage if such damage is the result of intent or gross negligence. Additionally TAB shall only be held responsible for such damage up to a limited amount. TAB does not assume any liability as regards any defects or defective data, if such defects were caused by circumstances for which the customer is responsible (e.g. a defective terminal of the customer).

This agreement can be terminated by both parties with effect from the end of each month at one week's notice.

In case of violation of the contract, in particular if the customer fails to pay the payable license fees for Online Service and Online Terminal or for music tracks, TAB is entitled to cut off services partially or completely or to terminate the agreement without notice.

In case one or more of the present stipulations is or becomes invalid or impracticable, this shall not affect the validity of the other stipulations. In such a case the invalid or impracticable stipulation shall be replaced by a valid or practicable one, which reflects the economic purpose of the original stipulation to the greatest extent possible.

2. Online Music Shop:

The purchase of music tracks **does not** entitle the customer to make copies of the music tracks. The copyrights associated with music tracks (copying of tracks to another hard disk, storage of tracks purchased from suppliers other than TAB on the hard disk (from whatever original medium), copying of the musical content of the hard disk, etc.) must be purchased from austro mechana and LSG. In such cases please contact austro mechana, Baumannstrasse 10, 1031 Vienna

(Phone: 0043/(0)1/71787) or LSG, Schreyvogelgasse 2/5, 1010 Vienna (Phone: 0043/(0)1/53560350), the competent regional office or the corresponding copyright exploiting companies in your country.

The tracks may only be uploaded on a terminal supplied by TAB. The same applies to any music updates you purchase from TAB. You are only entitled to upload the tracks you purchase on one terminal. The right to upload the tracks on other terminals, too, must be purchased from the above mentioned companies (or from TAB).

The music tracks purchased shall only be used for public presentation and may not be passed on to third parties or sold. The right to present music in public (playing music in inns, amusement arcades, etc.) must be purchased from the authorized copyright exploitation company (AKM in Austria) in return for a license fee.

TAB shall be entitled (at normal business hours of the customer) to convince themselves if the music uploaded on a terminal supplied by TAB was purchased properly.

3. Online Service:

TAB does not assume any responsibility for the correctness and completeness of the data stored. TAB expressly declares that the storage of data in Online Service does not release the customer from keeping the records required by law and that such storage shall not be considered a substitute for such records. The Service data and statistical data will be stored for a period of six months. Tournament data will be stored for a period of at least six months after the end of the tournament. TAB reserves the right to delete older data. The customer expressly consents to not having its personal data and those of the players deleted unless such is expressly demanded; the customer will inform the players of this in an appropriate form.

4.. Online Tournament:

TAB does not assume any responsibility for the correctness and completeness of the data stored. The statistical data are only for the customer's information. The service data and statistical data will be stored for a period of six months. Tournament data will be stored for a period of at least six months after the end of the tournament. TAB reserves the right to delete older data. The customer expressly consents to not having its personal data and those of the players deleted unless such is expressly demanded; the customer will inform the players of this in an appropriate form.

The customer alone shall be responsible for complying with all national legal requirements, in particular for complying with the stipulations governing prize competitions. TAB does not assume any responsibility for consequences

resulting from the customer's non-compliance with the legal requirements in connection with the use of the services which are the subject of this agreement.

5. TAB does not assume any liability for contents and programs downloaded from TAB's server, in particular liability for music titles or presentations with racist or insulting content, or for advertising pages created by the customer.

As amended on 2 February 2005