# CANCELLATION POLICY

### 1. Right of cancellation:

If you are a consumer within the meaning of the Consumer Protection Act, you have the right to withdraw from a contract concluded at a distance or from a contractual declaration made at a distance (e.g. by post, fax, Internet or e-mail) without giving reasons. The cancellation period is fourteen days from the day

- a. of the conclusion of the contract (in the case of a service contract, a contract for the provision of digital content that is not supplied on a physical data carrier or a voucher for a specifically designated service),
- b. on which the consumer or a third party designated by him, who is not the carrier, has taken possession of the goods (in the case of a contract for the sale of goods or a voucher, in particular a voucher that is sent before it can be redeemed similar to goods),
- c. on which the consumer or a third party designated by the consumer, who is not the carrier, has taken possession of the last goods (in the case of a contract for several goods ordered by the consumer as part of a single order and delivered separately),
- d. on which the consumer or a third party designated by him who is not the carrier has taken possession of the last partial consignment or the last piece (in the case of a contract for the delivery of goods in several partial consignments or pieces),
- e. on which the consumer or a third party designated by him who is not the carrier has taken possession of the first goods (in the case of a contract for the regular delivery of goods over a fixed period of time).

To exercise your right of withdrawal, you must inform "Die Presse" Verlags-Gesellschaft m.b.H. & Co KG (hereinafter "Die Presse") of your decision to withdraw from the contract by means of a declaration (e.g. using the form available here, a letter sent by post, fax or e-mail), namely

By Post to: "Die Presse" Verlags-Gesellschaft m.b.H. & Co KG Hainburger Straße 33 A-1030 Wien

By Fax to: +43 (0)1 514 14-71

by telephone an: +43 (0)1 514 14-306

By e-mail to: <u>shop@diepresse.com</u>

The declaration of cancellation is not bound to any particular form.

In order to comply with the cancellation period, it is sufficient for the notification of the exercise of the right of cancellation to be sent before the expiry of the cancellation period.

You must return the goods to us within 14 days of declaring your cancellation to "Die Presse". The deadline is met if the goods are dispatched within the deadline.

#### 2. The right of cancellation does not apply,

- a. if "Die Presse" has commenced and fully completed the service before the expiry of the cancellation period at the express request of the customer and the customer was previously informed of the associated loss of the right of cancellation,
- b. if the provision/delivery of digital content was commenced immediately, in any case within the cancellation period, with the express consent of the consumer, with the consumer's knowledge of the simultaneous loss of the right of cancellation and with the provision of the contract confirmation by "Die Presse",
- c. for goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery,
- d. for goods that can spoil quickly or whose expiry date would be quickly exceeded,
- e. for goods that are manufactured according to customer specifications or are clearly customised to personal requirements,
- f. for contracts for services in the areas of accommodation other than for residential purposes, the transport of goods, the hire of motor vehicles and the supply of food and drink and services provided in connection with leisure activities, provided that a specific date or period is contractually stipulated for the fulfilment of the contract by the trader,
- g. if the article is in a newspaper, magazine or periodical, unless it is a subscription for the supply of such publications.

## **3.** Consequences of cancellation:

If the customer withdraws from the contract, "Die Presse" shall reimburse all payments received by "Die Presse" from the customer, including delivery and shipping costs (unless the consumer has chosen a more expensive delivery method than that offered by "Die Presse" as standard), immediately and at the latest within fourteen days from the day on which "Die Presse" receives the declaration of cancellation of the contract. For this repayment, "Die Presse" will use the same means of payment that the customer used for the original transaction, unless expressly agreed otherwise with the customer; in no case will "Die Presse" charge the customer any fees for this repayment.

Please also note for contracts for the sale of goods:

"Die Presse" may refuse repayment until the goods have been returned or until the customer has provided proof that he has returned the goods, whichever is the earlier. The customer shall bear the direct costs of returning the goods. The customer shall only be liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### Additional note for contracts for services:

If, in the case of a contract for the provision of services, the customer has requested that the provision of the services should commence during the cancellation period, the customer shall pay "Die Presse" a reasonable amount corresponding to the proportion of the services already provided up to the time at which the customer informed "Die Presse" of the exercise of the right of cancellation compared to the total scope of the services provided for in the contract.