

## **GENERAL TERMS AND CONDITIONS OF TICKETINO AG**

### **for ticket purchasers**

#### **1. TICKETINO AG AS AGENT FOR EVENT ORGANIZER**

TICKETINO AG is not the organizer of the events offered, but rather acts as the agent of multiple organizers. Contractual relationships solely exist between the ticket purchaser and the event organizer respectively.

With the order of tickets, the ticket purchaser commissions TICKETINO AG with the processing of the ticket purchase as well as its delivery.

#### **2. DISCLAIMER**

TICKETINO AG does not accept any liability for the loss of or damage to property or for personal injury in connection with the organization and implementation of events. TICKETINO AG specifically excludes any liability based on the cancellation or postponement of events or as a result of faulty organization and implementation.

TICKETINO AG is not liable for the accuracy of any information published by TICKETINO AG (e.g. on its Internet pages and/or in other publication media), particularly with regard to inaccurate or incomplete information. TICKETINO AG is not liable for any damages that may result from breakdowns, interruptions and/or overloading of the user's computer system when using TICKETINO AG Internet pages. Furthermore, TICKETINO AG does not accept any liability for any damages caused by transmission errors or any other defects.

#### **3. EVENT ORGANIZER REGULATIONS / TICKET VALIDITY**

Organizer regulations, which are available on request, are to be adhered to. Ticket purchasers acknowledge these regulations explicitly, particularly those pertaining to safety, age restrictions and other access limitations, as well as any other possible regulations. Any manner of ticket abuse is prohibited. Instructions given by event personnel must be adhered to; failure to do so may result in expulsion from the event.

Tickets are only valid when purchased through official TICKETINO AG sales channels and paid for in full. The ticket purchaser is obliged to ensure that their self-print ticket is protected from any possible misuse, e.g. illegal copying, alterations or printing by unauthorised parties. Tickets should be kept clean and in a safe place, and must not be exposed to humidity, or mechanical or optical influences. The barcode must be legible for a scanner.

The ticket purchaser must also ensure that his or her ticket(s) is/are paid for at the time of the event. Processing periods of individual means of payment must be observed here in particular.



#### **4. COLLECTING, PROCESSING AND USING DATA**

The Privacy Statement is an integral and binding part of these General Terms and Conditions.

TICKETINO collects, processes, uses and stores personal data if this is necessary for providing services, distributing marketing information and selling tickets.

Personal data such as e-mail address, name and first name, address and date of birth, which are shown during the ordering, or accreditation process, are made available to the relevant event organizer from which a ticket is purchased, with which a person is registered or accredited for the purpose of fulfilling a contract, providing further event information and admission control.

#### **5. REFUND AND EXCHANGE OF TICKETS**

The refund or exchange of tickets is generally not possible. In the event of a postponement, tickets become automatically valid for the new event date. Should an event be cancelled, tickets may be returned to the ticket agency from where the tickets were purchased – for a refund at face value – within 30 days of cancellation notification given by TICKETINO AG. Refund requests made by ticket purchasers can only be addressed to the organizer (contract partner), who is exclusively responsible for any claims. However, TICKETINO AG is authorised, but not obliged, to reimburse ticket purchasers on behalf of the organizer for refundable amounts not yet transferred to the organizer, and/or if the latter has already reimbursed TICKETINO AG. Ticket redemption and refund of ticket costs are, if applicable, the responsibility of the respective sales channel that issued the tickets.

Tickets do not have to be returned if they have been purchased via the Internet or Call Center and paid for using an electronic payment method (credit card, PayPal, Postcard, etc.). Providing the aforementioned conditions have been met, the face value that has been deducted will automatically be credited back to the electronic payment means chosen by the ticket purchaser.

In all other cases, and once the 30-day deadline has expired, refunds can only be made by the organizer and in accordance with their refund policy.

The General Terms & Conditions of Insurance Conditions (AVB) apply when concluding a Cancellation Insurance with EUROPÄISCHE Reiseversicherungs AG.

#### **6. FINAL CLAUSES**

Changes to the aforementioned General Terms & Conditions are only effective if agreed upon in writing. With the purchase of a ticket, the purchaser agrees to the above mentioned General Terms & Conditions. TICKETINO AG reserves the right to change these General Terms & Conditions at any time and without specifying any reasons. These changes do not apply to tickets already ordered. Should individual clauses of these Terms & Conditions be or become invalid, the validity of the contract as a whole will not be affected.

Swiss substantive law governs the overall contractual relationship between the organizer (and TICKETINO AG) on the one hand, and the ticket purchaser on the other.



**For client / event organizer**

**1. INTEGRAL COMPONENT OF GENERAL TERMS & CONDITIONS WITH RESPECT TO TICKET PURCHASERS**

The General Terms & Conditions (AGB) with ticket purchasers (see above) constitute an integral component of these Terms & Conditions (AGB) for the client and organizer respectively.

**2. EXCLUSION OF LIABILITY TOWARD EVENT ORGANIZERS**

TICKETINO AG's services are expressly provided with no warranty or guarantee of availability. TICKETINO AG is therefore not liable towards event organizers, agencies or other stakeholders for extra costs, damage and consequential damage caused by using the TICKETINO platform and other TICKETINO software solutions. Nor is TICKETINO AG liable in particular for damage or extra costs incurred as a result of faults and interruptions to the platform and other software solutions or from transmission errors.

The monitoring obligation with regard to settings and data in the TICKETINO system, particularly the date, ticket prices, quotas and other events data, lies without exception with the relevant event organizers or the relevant agencies.

No guarantee is given regarding the accuracy of the information distributed by TICKETINO AG (e.g. on their website and in other publishing media). In particular, TICKETINO AG provides no guarantee either for the accuracy or the completeness of the information.

In any case, and particularly with software solutions and programmed added features created specifically for the client, the client undertakes to check the system's functionality and accuracy of the data without delay and to inform TICKETINO AG, if necessary, immediately of any defects or errors.

**3. POSTPONEMENT AND CANCELLATION OF EVENTS**

Should an event be postponed, tickets become automatically valid for the new event date.

A substitute event must cumulatively fulfil the following criteria: 1. the same or equivalent artists, 2. the same or equivalent location, 3. ticket categories with the same or higher price.

The following deadlines apply: If an event is not cancelled due to "force majeure", the replacement event must be posted in the TICKETINO system within 60 days of the announcement of the postponement. The substitute event must be held within 90 days of the planned date of the postponed event. If no corresponding replacement event is activated and carried out, the event shall be deemed to have been cancelled no later than 60 days after the announcement of the event postponement and shall be processed accordingly. If an event is cancelled due to "force majeure", extended deadlines apply. In this case, the replacement event must be activated in the TICKETINO system within 180 days after the announcement of the event postponement and the carrying out of the replacement event must take place within 360 days after the planned date of the postponed event. If no corresponding replacement event is posted and carried out, the event postponed due to "force majeure" shall be deemed to have been cancelled no later than 180 days after the date of the announcement of the event postponement and shall be processed accordingly. "Force majeure" is defined as unforeseeable extraordinary events that are not related to the "operation" of the organizer, but are caused by unavoidable external force,



such as natural disasters, extraordinary storms, epidemics, or outbreaks of diseases with far-reaching consequences (list not exhaustive).

Substitute Events where the carrying out of a replacement event within the defined deadlines is not reasonable for the ticket purchasers due to their nature will be treated as event cancellations if they are not carried out on time. Examples of such events are those which are linked to a public holiday, a date, or a specific event such as Easter concerts, New Year's Eve parties or public viewings.

Should an event be completely cancelled, the organizer will refund the ticket purchaser the total cost of the ticket. However, TICKETINO AG as contractor (agent) has the right, but is not obliged, to cancel tickets and refund ticket costs to ticket purchasers. Such transactions result in costs for payment providers and sales channels. In this case the cancellation fee for the organizer is 5% of the ticket price, at the minimum CHF2.00 per ticket (ticket price < CHF 100.00) and CHF 5.00 (ticket price > CHF 100.00) regardless of where the ticket was purchased (applies to tickets sold via TICKETINO channels).

TICKETINO AG will only carry out such a refund process if payments received have not yet been passed on to the organizer, or if the latter has already reimbursed TICKETINO AG.

#### **4. LIABILITY FOR CORRECT AND SAFE IMPLEMENTATION OF EVENTS**

The client is liable for the safe implementation and realisation of their event in accordance with the law. If necessary, the client decrees special regulations for the implementation of their event, whilst making them know to the public. Should an event be postponed or cancelled, the client is liable for proper communication of this to the contractor and to the ticket purchaser in good time. The client is liable to the contractor for all incidental costs and damages with regard to faulty organization or implementation, and with regard to the postponement or cancellation of an event. This also includes any legal measures and communication activities that may be considered necessary from the contractor's point of view, such as public announcement of cancellation of event.

The Swiss telephone number for ticket sales, which is subject to a fee, may be published by the organizer as follows: "0900 441 441 (CHF 1.-/Min., landline rate)".

The price per minute and the addition "landline rate" must be published analogous to the template. Note: If you do not comply with this request, you are violating the law of the Federal Office of Communications OFCOM. Organizers who do not use the number as required by law may be legally prosecuted.

#### **5. PAYMENT PROCEDURES**

The client grants the contractor the right to set off his services with ticket revenues to be credited to the client and to forward the net amount to the client. Payments for tickets purchased in cash or by invoice will be made to the client no later than 14 days after the event has taken place. The client will receive payment for tickets purchased by credit card within 14 days after payment has been received from all credit card companies. All prices are exclusive of VAT (currently 7.7%).

For repeat events, TICKETINO AG reserves the right to pay out funds to the organizer even before all these events have taken place.



## **6. PAYMENT COLLECTION**

TICKETINO AG will issue the ticket purchaser with a 1st, 2nd, and 3rd reminder (with debt collection and a debt collection notice) for any unpaid invoices.

The client is responsible for any unpaid tickets at the time of the event. The client can print out a list of unpaid tickets on [www.ticketino.com](http://www.ticketino.com). Furthermore, any unpaid tickets will be detected during the electronic scanning process. TICKETINO AG recommends organizers to collect the purchase price of any unpaid tickets at the event venue, or cancel the tickets prior to the event, or instruct TICKETINO AG to cancel the tickets so that they are no longer valid at the event venue.

If the organizer prefers to collect payment for any unpaid tickets at the event venue, TICKETINO AG must be informed accordingly, so that the ticket purchaser concerned does not receive a payment reminder.

The organizer acknowledges that with certain payment methods (e.g. direct debit, bank transfer, PayPal or credit card), there is a risk of a chargeback by the ticket purchaser, and that the organizer is solely liable for this risk. Charge backs that occur after payment has been made to the organizer, will involve an additional chargeback fee that will be levied according to the valid price list.

## **7. TERMINATION OF CONTRACT AND/OR DEVIATION FROM TERMS**

The contract is valid until the event(s) has (have) taken place and the respective accounting has been carried out.

The client notes that the contractor reserves the right to withdraw from the contract at any given time on important grounds and stop the sale of tickets. Fees for services provided by the contractor and carried out up until the withdrawal, will be levied. Should the client cancel the contract for compelling reasons, any accrued and/or package costs will be invoiced for at current standard rates or as agreed upon in this contract. If the client withdraws from the contract for reasons that are not compelling, the client shall be obliged to indemnify the contractor. This provision includes in particular contractually agreed fees less any savings.

Deviations from written contracts between TICKETINO AG and clients only become effective once they have been agreed upon in writing. Should individual clauses of these Terms & Conditions be or become invalid, the validity of the contract as a whole would not be affected. Swiss substantive law governs the overall contractual relationship between TICKETINO AG and the ticket purchaser. Exclusive jurisdiction for all differences resulting from or in connection with these Terms & Conditions is Zurich. For ticket purchasers domiciled or resident abroad, TICKETINO AG reserves the right to take legal action at the domicile or residence of the contract partner.

## **8. DATA PROTECTION**

The Privacy Statement is an integral and binding part of these General Terms and Conditions.

The client grants the contractor the right to pass on event-related data to a third party for the purposes of marketing events, particularly for connecting to events platforms.

The client undertakes to use personal details of ticket purchasers, registration or accreditation customers provided to the client by the contractor for the purpose of fulfilling the contract only to the extent



permitted by law and to take the necessary safeguards if any storage is involved. The client likewise undertakes to take the necessary precautions to protect its systems and data for logging in to the TICKETINO system against any access by unauthorised persons.

## **9. CHANGE OF THE GENERAL TERMS AND CONDITIONS**

TICKETINO reserves the right to modify the terms and conditions at any time without giving reasons. Changes will be published on the website. If the Customer does not object to the amended provisions within six (6) weeks, they shall be deemed accepted.

