

General Terms and Conditions TicketPAY for attendees

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A. General provisions

Below you will find the General Terms and Conditions for the use of TicketPAY by attendees. Please also note our privacy policy.

Preamble

By purchasing a ticket or voucher or merchandising or merchandise item or registering for an event on a website provided by TicketPAY Europe GmbH (hereinafter referred to as "TicketPAY"), you (hereinafter referred to as "attendee") accept the following "General Terms and Conditions for Attendees" (hereinafter referred to as "GTC") from TicketPAY.

TicketPAY offers private and professional event organizers (hereinafter referred to as "Organizers") under various top-level domains as well as under various subdomains and aliases of these domains (hereinafter referred to as "TicketPAY Websites") internet-based solutions for organizing events, meetings, parties, celebrations, conferences, virtual events and similar - hereinafter collectively referred to as "Events", virtual events and the like - hereinafter collectively referred to as "events" - to organize and advertise events, to register attendees for events, to purchase admission tickets (hereinafter referred to as "tickets") or vouchers for an event or a location (venue) via the TicketPAY websites and, if applicable, to sell merchandising or goods. to sell merchandising or merchandise items to participants via the TicketPAY websites and have them billed via TicketPAY.

These GTC govern the contractual relationship between the attendee, the organizer and TicketPAY, irrespective of which of the TicketPAY websites the attendee uses. The offer is aimed exclusively at persons of legal age.

1. Contracting parties, inclusion of general terms and conditions of the organizer

1.1 The purchase of a ticket or voucher or the registration for an event on the TicketPAY websites only creates a contract between the respective attendee and the respective organizer with regard to attending the event. The purchase of a merchandising or merchandise item also only creates a contract between the respective attendee and the respective organizer. TicketPAY itself is not the organizer but handles the processing of the respective purchase in the name and on behalf of the respective organizer. TicketPAY is therefore not liable in particular for the insolvency of the organizer or the cancellation of an event. A voucher is available either in physical or electronic form and entitles the voucher holder to redeem it with the organizer within the period specified on the voucher.

1.2 Additional general terms and conditions of the respective organizer may apply to the implementation of the event offered by the organizer. TicketPAY has no influence on this. The attendee is responsible for ensuring that they are aware of any existing general terms and conditions of the organizer before purchasing the ticket.

1.3 The attendee warrants that he/she is of legal age at the time of registration if he/she is a legal or natural person.

2. Subject matter and conclusion of contract

2.1 The information about the respective event, the number of available tickets, the price for tickets, vouchers or merchandising or merchandise items as well as the available payment methods are based exclusively on the settings that the respective organizer made to TicketPAY when creating the offer for the event on the TicketPAY website. TicketPAY has no influence on these settings; the responsibility for the correctness of the settings lies with the organizer.

2.2 The offer to conclude a contract is made by the attendee as soon as he/she has clicked the "Pay now" button (or a button with similar wording). Acceptance of the contract between the attendee and the respective organizer is concluded (i) in the case of payment in advance by displaying the transfer details for the missing transfer and (ii) for all other payment methods by allocating and sending the ticket number or ticket to the attendee. In addition, the sending of access to a personal MyTicket portal, which is recognizable to the attendee, always constitutes a contract

confirmation. The attendee is obliged to inform TicketPAY if they have not received data (or have not received it on time).

2.3 TicketPAY is entitled to cancel an order placed by the attendee (unilateral right of withdrawal) if the attendee violates specific conditions set by the organizer or TicketPAY, which were pointed out during the advance sale, or attempts to circumvent them, or if existing quotas have been exceeded due to technical problems. The declaration of cancellation/withdrawal can also be made implicitly by crediting the amounts paid. § Section 350 BGB does not apply.

3. Right of cancellation for consumers

3.1 Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day the contract is concluded.

To exercise the right to cancel, you must inform us (TicketPAY Europe GmbH, Herbert-Rust-Weg 27, 59071 Hamm, Germany, Tel: +49 (2381) 338-9844, E-Mail: help@ticketpay.de) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

Expiry of the right of cancellation

Your right of cancellation expires as soon as we have started to perform the contract, provided that you have expressly consented to us starting to perform the contract before the expiry of the cancellation period and you have confirmed that you are aware that you lose your right of cancellation by consenting to the start of performance of the contract.

Important: No right of cancellation for services in connection with leisure activities

There is no right of cancellation for consumers or the right of cancellation for consumers may expire prematurely in the case of a contract for the provision of services in connection with leisure activities if the contract provides for a specific date or period for the provision (Section 312g (2) sentence 1 no. 9 BGB). This means that if TicketPAY offers services in the area of leisure activities, in particular tickets for events, there is no right of cancellation. Every order for tickets is therefore binding immediately after acceptance by TicketPAY and obliges the customer to accept and pay for the tickets ordered.

3.2 Sample cancellation form

If you have ordered admission authorizations, you cannot cancel the contract! If you have not ordered admission tickets and wish to cancel the contract (where your right of cancellation has not otherwise expired), please complete and return this form

- To TicketPAY Europe GmbH, Herbert-Rust-Weg 27, 59071 Hamm, Germany, e-mail: help@ticketpay.de:
- I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*) / the provision of the following service (*)
- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notification on paper)
- date

(*) Delete as appropriate.

4. Total purchase price and payment terms

4.1 The total purchase price for a ticket or voucher or merchandising or merchandise item may exceed the ticket price shown. The total purchase price is calculated from the price determined by the organizer. The ticket shop will indicate whether the price includes or excludes VAT. Attendees who make use of paid services as consumers will generally be shown the price including VAT. Depending on the organizer, additional fees for processing the purchase will be added to the price and then displayed separately when ordering in the ticket shop.

4.2 The total purchase price of the order including all fees is due for payment immediately for all payment methods - with the exception of the "advance payment" payment method. In deviation from this, the total purchase price must be transferred in full to the account specified by TICKETPAY by the date communicated for the payment method "Prepayment".

4.3 For payments by SEPA direct debit, the attendee grants TicketPAY a corresponding SEPA basic mandate. **The period for pre-notification is shortened to 1 day. This corresponds to a deviation from the regular pre-notification period of 14 calendar days.** The attendee warrants that he/she has sufficient funds in his/her account.

4.4 The following applies to payments via Klarna: When purchasing on account with Klarna, the invoice amount is due for payment to Klarna Bank AB (publ) 14 calendar days after the purchase date. When purchasing in instalments with Klarna, the due date is in accordance with the instalment plan explained in the purchase process and sent by email by Klarna. The payment methods invoice or instalment purchase are not available for all events and require, among other things, a successful credit check by Klarna Bank AB (publ). If the attendee is allowed to purchase on account or in instalments for certain offers after a credit check, the payment is processed in cooperation with Klarna, to whom the payment claim is assigned. In this case, the attendee can only make payment to Klarna with debt-discharging effect. The [General Terms and Conditions of Klarna Bank AB \(publ\)](#) also apply to the payment methods purchase on account or purchase in instalments.

5. Unredeemed payments, fees

5.1 If TicketPAY is unable to collect the payment for reasons within the attendee's control or if the payment is wrongly cancelled by the attendee (hereinafter referred to as "cancellation"), the attendee shall be in default of payment without the need for a separate reminder. In these cases, cancellation fees will be charged for each cancellation (e.g. up to €10.00 for SEPA direct debit and €47.60 for credit card).

5.2 Further fees that may be incurred in the event of unredeemed payments are processing fees of currently € 2.50 for the second reminder and € 5.00 for submission to a debt collection agency.

6. Dispatch, loss and complaint of tickets

6.1 Immediately after receipt of payment or after ordering (only in the case of purchase on account), TicketPAY will send a purchased ticket to the postal or electronic address specified by the attendee when ordering, unless otherwise agreed (e.g. storage of tickets at the event venue).

6.2 An incorrectly issued ticket will be replaced by TicketPAY against return of the incorrect ticket already delivered. It is the attendee's responsibility to check the correctness of the ticket sent to him/her in order to arrange for a replacement delivery from TicketPAY in good time before the start of the event.

6.3 Electronic tickets can be requested again by the attendee at any time or retrieved in the area provided for this purpose, provided the attendee has created a user account on the TicketPAY websites.

6.4 Tickets sent by post that have not been received by the attendee will only be resent by TicketPAY if the attendee gives an assurance that they have not received the tickets. TicketPAY will provide a corresponding form for the assurance upon request.

6.5 Lost or destroyed tickets sent to the attendee by post will not be replaced by TicketPAY.

7. Ban on the sale of free tickets

The sale or resale of free tickets is strictly prohibited and will result in the ticket losing its validity. For each violation of the aforementioned prohibition, TicketPAY may demand payment of a contractual penalty of three thousand (3,000) EUR per ticket from the attendee (seller). Further claims for damages remain unaffected by this.

8. Return of tickets, refund of the purchase price

If an event is cancelled or postponed, the attendee's right to return a ticket that has already been purchased is determined by the statutory provisions and the agreements that the attendee has made with the organizer.

9. Liability of TicketPAY

9.1 TicketPAY is liable without limitation for damages resulting from injury to life, limb or health that are based on a breach of duty by TicketPAY, a legal representative or vicarious agent of TicketPAY, as well as for damages caused by the absence of a quality guaranteed by TicketPAY or in the event of fraudulent behaviour by TicketPAY. Furthermore, TicketPAY is liable without limitation for damages caused intentionally or through gross negligence by TicketPAY or one of its legal representatives or vicarious agents.

9.2 Liability under the Product Liability Act remains unaffected.

9.3 In the event of a breach of material contractual obligations caused by slight negligence, TicketPAY's liability is limited to the amount of foreseeable damage typical for the contract, except in the cases of sections A.9.1 and A.9.2. Essential contractual obligations are abstractly those obligations whose fulfilment is essential for the proper execution of a contract and on whose compliance the contracting parties may regularly rely. Any further liability on the part of TicketPAY is excluded.

9.4 Notwithstanding the statutory provisions, claims for defects against entrepreneurs shall become time-barred after one year. TicketPAY does not assume any further guarantees.

10. Data protection

The (general) privacy policy, available at , applies to the processing of the participant's data, namely personal data on the website "ticketpay.de" with all secondary and subpages:

https://manage.ticketpay.de/documents/agb/tpeu_privacy_de.pdf

If there are secondary and subpages that have their own data protection declaration (e.g. the store pages), the data protection declaration listed there applies:

https://manage.ticketpay.de/documents/agb/tpeu_privacy_s_de.pdf

11. Final provisions

11.1 Unless otherwise agreed, the attendee can submit all declarations to TicketPAY by email or send them to TicketPAY by fax or letter. TicketPAY can send declarations to the subscriber to the email address that the subscriber specified as the email address when placing the order.

11.2 For all ticket purchases processed via TicketPAY websites, these GTC apply exclusively in the relationship between TicketPAY and the attendee. The inclusion of the attendee's GTC is expressly rejected.

11.3 In the event that the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction and place of fulfilment is the registered office of TicketPAY.

11.4 German law shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods, which has been incorporated into German law.

11.5 These GTC may be available in different languages. In the event of inconsistencies between the available languages, the German version shall prevail.

B. Special provisions for personalized tickets

1. For certain events, tickets are personalized, i.e. only the person who holds the right to attend the event has the right to demand admission. Their name is an integral part of the ticket. These events are marked in the ordering process with a corresponding reference to the personalization of the tickets. The purchaser undertakes to purchase and use the ticket(s) exclusively for private use.
2. As personalization only takes place after the purchase process (in the MyTicket portal) and it may be possible to purchase several personalized tickets, the customer is requested during the ordering process and obliged to truthfully provide the first and last name(s) and, if applicable, other data of the participating person(s) for whom the personalized tickets are to be issued after the purchase. The customer assures that the data of third parties will not be misused.
3. If the purchaser fails to provide all necessary data of the participating person(s) in due time and truthfully despite a final notification, these tickets will be personalized to the purchaser and the organizer will be informed of this. The organizer will take one of the possible measures accordingly (e.g. approval of download/dispatch or subsequent entry of details or cancellation of the ticket purchase for a fee). If the organizer does not take any of the possible measures within the period given for this purpose (usually 2 days), the customer can download the personalized ticket(s) or receive them by post.
4. An entitlement to attend the event exists only on the basis of the contract that the customer has concluded with the organizer and is only valid if the name of the attendee is expressly noted on the ticket. Third parties for whom the customer has purchased a personalized ticket are also entitled to attend the event on the basis of the contract concluded between the customer and the organizer. The name of the respective third party must be expressly noted on the ticket. A further prerequisite for attending the event is that the purchaser or the person for whom the purchaser has ordered tickets or who has permissibly entered into the contract with the organizer is able to identify him/herself at the admission control with his/her valid identity card (if necessary, other permitted documents due to special requirements of the respective organizer) upon request.

C. Special provisions for ticket-related issues

1. Ticket-related questions are possible for certain events. These events are labelled in the ordering process with a corresponding reference to the questions.
2. As the ticket-related questions are only answered after the purchase process (in the MyTicket portal), the customer is requested during the ordering process and is obliged to provide truthful answers to the questions after the purchase. The customer assures that the provision of third-party data will not be misused.
3. If the customer fails to answer the ticket-related questions truthfully and on time despite a final notification, the organizer will be informed of this and has several options (e.g. to approve the download/dispatch or to add information or to reverse the ticket purchase at the customer's expense). If the organizer does not take any of the aforementioned measures within the given period (usually 2 days), the customer can download the ticket(s) or receive them by post.

D. Special provisions for the processing of repersonalization

Preamble

For certain events, tickets are personalized, i.e. only the person who holds the ticket and visiting rights has the right to request access to the event. Their name is an integral part of the ticket.

Subject to the following conditions in accordance with sections D.1.1 ff., a attendee is entitled (hereinafter referred to as the "previous ticket holder") to transfer a ticket personalized in his/her name and thus the right to attend to a third party (hereinafter referred to as the "new ticket holder") (the process is hereinafter referred to as "re-personalization"). The re-personalization of tickets for the organizer's event is carried out by TicketPAY. The organizer grants TicketPAY consent to carry out the re-personalization via TicketPAY.

Contractual relationships with regard to re-personalization are established exclusively between the previous ticket holder and TicketPAY.

The previous ticket holder is liable for the re-personalization fee. The amount of the re-personalization fee will be displayed to the previous ticket holder in the MyTicket portal before the contract is concluded and will become part of the contract for re-personalization.

1. Repersonalization process

TicketPAY carries out the re-personalization according to the following conditions:

1.1. Subject to

- of Sections D.1.2 and D.1.3, i.e. only on condition that the new ticket holder enters into the contract with the organizer, assuming all rights and obligations, in particular the GTC and data protection declarations, and that TicketPAY has given its consent to this in the name and on behalf of the organizer,
- full payment of the specified re-personalization fee per re-personalization/ticket/person and
- the success of a check and verification of the identity documents delivered,

the previous ticket holder is entitled to transfer a personalized ticket purchased by him/her, i.e. the right to visit, to a new ticket holder.

1.2. The previous ticket holder may only assign his/her rights and obligations under the contract with the organizer, and thus also the right to demand admission to the event, to a new ticket holder if the new ticket holder enters into the contract with the organizer in his/her place, assuming all rights and obligations. This entry requires consent, which is hereby granted in advance subject to the restrictions set out in Section D.1.3.

1.3. For reasons of fairness, to prevent the resale of tickets at inflated prices and to avoid any associated damage to the organizer's reputation, consent to the entry of a new ticket holder into the organizer's contract will not be granted in the following cases:

- if the repersonalization fee is not paid within the specified period;
- if the identity documents are not checked and verified correctly
- if tickets are passed on or sold or purchased for a third party, if this is done in the context of a commercial or business activity, without the prior express consent of the organizer;
- in the event of the sale of tickets in unauthorized internet auctions;
- in the case of a private sale of tickets at a higher price than the stated ticket price, whereby a surcharge of up to 15 per cent is permitted to compensate for transaction costs incurred;
- if tickets are sold in order to make a profit or if tickets are purchased on behalf of a third party in order to make a profit from the brokerage activity.

1.4 Once the ticket has been repersonalized, the new ticket holder will be sent a ticket issued in their name by e-mail and the previous ticket holder's right to access the event will be cancelled. The cancelled ticket no longer entitles the holder to admission.

2. Repersonalization and resale

The resale of an already personalized ticket is subject to the special terms and conditions for the processing of resale (see section E), and the re-personalization is subject to the special terms and conditions for the processing of re-personalization listed here.

E. Special provisions for the processing of resales

Preamble

For certain events, the organizer may permit the resale of tickets between a ticket seller and a ticket buyer.

The ticket seller sells his ticket to a ticket buyer in his own name and for his own account.

Contractual relationships with regard to the procurement of admission rights are established exclusively between the ticket seller and TicketPAY.

In the case of resale, the right of admission is assigned from the ticket seller to the ticket buyer. This assignment is subject to approval and is carried out by TicketPAY in accordance with Sections E.1.1 ff.

1. Expiry of the resale

TicketPAY carries out the resale according to the following conditions:

1.1 Tickets are sold via the MyTicket portal in the "Resell ticket" section. The ticket seller sets the price at which the ticket is to be offered, but within the limits set by the organizer for their event.

1.2 TicketPAY charges a resale fee for the brokerage service, which is owed by the ticket seller. The amount of the resale fee will be displayed to the ticket seller in the MyTicket portal before the contract is concluded and will become part of the contract for the brokerage service. The resale fee is incurred after conclusion of the contract and is due for payment. The ticket seller decides whether to add the resale fee to the price of the admission authorisation (in full or in part) or to pay the resale fee (in full or in part) themselves. The ticket seller instructs TicketPAY to accept payment of the purchase price plus any resale fees from the ticket buyer. With regard to the total resale fee, TicketPAY declares offsetting within the meaning of §§ 387 ff. BGB against the ticket seller. The resale fee will therefore not be paid out.

1.3 After entering the sales price, confirming the General Terms and Conditions for the use of TicketPAY by attendees (hereinafter referred to as "Attendee GTC") and starting the resale, the ticket is available for sale. Until a ticket buyer has purchased the ticket, the ticket seller has the option to withdraw the sales offer at any time. In all other respects, the Attendee T&Cs apply to the purchase of a ticket.

1.4 As soon as the ticket has been sold, TicketPAY gives its consent in the name and on behalf of the organizer to assign the right of admission from the ticket seller to the ticket buyer. The successful sale will be displayed to the ticket seller in the MyTicket portal and notified by email. The right of admission is transferred to the Ticket Purchaser by issuing the Ticket Purchaser with a new ticket, whereby the Ticket Vendor's ticket is simultaneously cancelled and no longer entitles the Ticket Purchaser to admission to the event. In principle, TicketPAY does not share the contact details of the other party with the ticket seller and ticket buyer. If one of these two parties asserts to TicketPAY that it needs the data of the other party to enforce its own claims, TicketPAY will provide both parties - if available - with (a) the name, (b) the address and (c) the e-mail address of the other party.

1.5 The payment to the ticket seller must be authorised by TicketPAY. A possible prerequisite for such authorisation is information that serves to identify the person of the ticket seller (e.g. to prevent money laundering). After this release, TicketPAY will transfer the outstanding amount (sales price of the ticket according to section E.1.1) to the ticket seller to the named bank account. Once the amounts have been transferred to this bank account, the contract has been fulfilled by TicketPAY. TicketPAY accepts no liability for chargeback fees due to incorrect bank details provided by the ticket seller and reserves the right to charge these to the seller. In the case of transfers to account holders outside the EU, there may be differences due to possible currency conversions and bank charges on incoming payments. These differences are at the expense of the ticket seller and are not to be borne by TicketPAY.

1.6 TicketPAY reserves the right to deviate from the payment date and to retain the collected funds for a longer period of time if there is a suspicion of misuse. This is the case, for example, in the event of money laundering.

1.7 The ticket seller is obliged to raise objections to the transfer made by TicketPAY immediately, but no later than four (4) weeks after the transfer. Otherwise, the processing of the ticket sale shall be deemed authorised.

2. Repersonalization and resale

The resale of an already personalized ticket is carried out in accordance with the special provisions for the processing of a re-personalization (see section D) with regard to the re-personalization that is then also necessary, and in accordance with the special provisions for the processing of the resale listed here with regard to the resale.