



## **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.

These terms and conditions are also available in other languages. In the event of any contradictions or questions of interpretation, the German version shall be authoritative.

### Preamble

By using the websites operated by TicketPAY Europe GmbH (hereinafter referred to as „TicketPAY“) under various top-level domains used by TicketPAY for this purpose, as well as under associated subdomains and aliases (hereinafter referred to as „TicketPAY websites“), you as a user (hereinafter referred to as „attendee“) accept the following „TicketPAY General Terms and Conditions for Attendees“ (hereinafter referred to as „GTC“).

TicketPAY offers private and professional event organizers (hereinafter referred to as „Organizers“) an internet-based solution for organizing and advertising events, meetings, parties, celebrations, conferences, virtual events, and similar events (hereinafter collectively referred to as „events“) and to register attendees for events, as well as to sell admission tickets (hereinafter referred to as „tickets“) or vouchers for an event or venue, as well as any merchandising or merchandise items and comparable services or goods offered by the organizer via the TicketPAY websites (collectively referred to as „products“) to attendees and to process these sales via the TicketPAY websites.

These GTC govern the contractual relationship between the attendee and TicketPAY with regard to the use of the TicketPAY websites and, in addition, the contractual relationship between the attendee and the respective event organizer in connection with the purchase of products. The respective purchase contract for products is concluded exclusively between the attendee and the event organizer. TicketPAY acts exclusively on behalf of and for the account of the organizer and is not itself the organizer or contractual partner of the attendee in connection with the purchase of products.

The offer is directed exclusively at persons of legal age.

### 1. Contracting parties, organizer's terms and conditions

1.1 The purchase of products or registration for an event on the TicketPAY websites only creates a contract between the respective attendee and the respective organizer. TicketPAY is not itself the organizer or contractual partner of the attendee with regard to the purchase of products, but acts exclusively on behalf of and for the account of the respective organizer and handles the purchase of the products technically and commercially. TicketPAY is therefore not liable in particular for the insolvency of the organizer or the cancellation of an event. A voucher is available in either 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 terms and conditions of the respective organizer may apply to the event offered by the organizer. TicketPAY has no influence on this, as TicketPAY is not the organizer and acts exclusively on behalf of and for the account of the respective organizer with regard to the purchase of products. The attendee is responsible for informing themselves about any existing terms and conditions of the organizer before purchasing products or registering.

1.3 The attendee warrants that they are at least 18 years of age at the time of registration, insofar as they are a natural person.

### 2. Subject matter of the contract and conclusion of the contract

2.1 The information about the respective event, the number of available products, the prices, and the available payment methods are based exclusively on the settings that the respective organizer has made to TicketPAY when



creating the offer for the event on the TicketPAY website. TicketPAY is not the provider of the event and is not a contractual partner of the attendee, but acts exclusively on behalf of and for the account of the organizer.

2.2 The offer to conclude a contract is made by the attendee as soon as they click on the „Pay now“ button (or a button with similar wording). The contract for the purchase of products is concluded exclusively between the attendee and the respective organizer. Acceptance is made by TicketPAY on behalf of and for the account of the organizer and on the basis of the power of attorney granted by the organizer:

- in the case of payment in advance, by displaying the transfer details for the outstanding transfer,
- for all other payment methods, by assigning and sending the product/ticket number or the ticket to the attendee.

Furthermore, the sending of access details to a personal MyTicket portal, which is visible to the attendee, always constitutes confirmation of the contract. The attendee is obliged to inform TicketPAY if they have not received the data or have not received it in time.

Products will only be delivered after full payment has been received.

2.3 The attendee has no right to the conclusion of a contract. TicketPAY is authorized by the organizer to accept or reject offers from the attendee on behalf of and for the account of the organizer at its own discretion. An offer may be rejected or canceled in particular if the attendee violates specific conditions of the organizer that were announced during the advance sale, if the attendee attempts to circumvent such conditions, or if existing quotas have been exceeded due to technical problems. TicketPAY's right to reject an order on behalf of and for the account of the organizer at its own discretion remains unaffected by this. A rejection or cancellation may also be implied, in particular by refunding amounts already paid on behalf of and for the account of the organizer. Section 350 of the German Civil Code (BGB) does not apply.

#### 2.4 Optional Ticket Insurance

2.4.1 As part of the ordering process, the attendee may optionally be offered the opportunity to purchase ticket insurance. The purchase of ticket insurance is voluntary; a ticket may also be purchased without ticket insurance.

2.4.2 Ticket insurance is not part of the ticket purchase. Any insurance contract is concluded exclusively between the attendee and the insurer named in the booking process or in the insurance documents, or under the applicable insurance arrangement. TicketPAY is not the insurer.

2.4.3 The insurance premium is shown separately to the attendee and is not part of the ticket price.

2.4.4 Any claims arising from the ticket insurance, in particular benefits in the event of an insured claim, shall be governed exclusively by the applicable insurance terms and conditions and must be asserted against the insurer or the applicable insurance arrangement. TicketPAY does not owe any insurance benefits.

2.4.5 If an event is cancelled or postponed, any refund of the ticket price shall be governed by the rules applicable to the ticket purchase. Any other rights and claims in connection with the ticket insurance shall be governed exclusively by the applicable insurance terms and conditions and the arrangements made in that regard.

### 3. Right of withdrawal for consumers

#### 3.1 Cancellation policy

##### Right of withdrawal

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

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (TicketPAY Europe GmbH, Herbert-Rust-Weg 27, 59071 Hamm, Germany, Tel: +49 (2381) 338-9844, email: help@ticketpay.de) of your decision to withdraw from this

contract by means of a clear statement (e.g. a letter sent by post or an email). You can use the attached sample withdrawal form for this purpose, but this is not mandatory.

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

#### Consequences of withdrawal

If you withdraw from this contract, the respective organizer or TicketPAY, on behalf of and for the account of the organizer, shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your revocation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

#### Expiration of the right of withdrawal

Your right of withdrawal expires as soon as we have begun to perform the contract, provided that you have expressly agreed that we may begin to perform the contract before the expiry of the withdrawal period and you have confirmed your knowledge that you will lose your right of withdrawal by agreeing to the commencement of the performance of the contract.

#### **Important: No right of withdrawal for services related to leisure activities**

There is no right of withdrawal for consumers, or the right of withdrawal for consumers may expire prematurely in the case of a contract for the provision of services related to leisure activities if the contract provides for a specific date or period for the provision of services (Section 312g (2) sentence 1 no. 9 BGB). This means that if TicketPAY offers services in the field of leisure activities, in particular tickets for events, there is no right of withdrawal. 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 withdrawal form

**If you have ordered admission tickets, you cannot withdraw from the contract!** If you have **not** ordered admission tickets and wish to withdraw from the contract (where your right of withdrawal has not otherwise expired), please fill out this form and send it back to us.

- To TicketPAY Europe GmbH, Herbert-Rust-Weg 27, 59071 Hamm, Germany, email: help@ticketpay.de:
- I/we (\*) hereby revoke 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 paper notifications)
- Date

(\*) Delete as applicable.

## 4. Total purchase price and payment terms

4.1 The total purchase price for products may exceed the ticket price shown. The total purchase price is calculated based on the price determined by the respective event organizer. The ticket shop will indicate whether the price includes or excludes sales tax. Attendees who are consumers and purchase services will generally be shown the price including sales tax. Depending on the organizer, additional fees for processing the purchase may be added to the price and will then be shown 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 except "prepayment." Notwithstanding this, for the "prepayment" payment method, the total purchase price must be transferred in full to the account specified by TicketPAY on behalf of and for the account of the event organizer by the date specified.

4.3 For payments made by SEPA direct debit, the attendee issues TicketPAY with a corresponding SEPA core mandate on behalf of and for the account of the respective event organizer. **The pre-notification period is reduced to 1 day. This corresponds to a deviation from the regular pre-notification period of 14 calendar days.** The attendee warrants that there are sufficient funds in their 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 installments with Klarna, the due date is in accordance with the installment plan explained in the purchase process and sent by email from Klarna. The payment methods invoice or installment purchase are not available for all events and require, among other things, a successful credit check by Klarna Bank AB (publ). If, after a credit check, the attendee is allowed to purchase on account or in installments for certain offers, the payment will be processed in cooperation with Klarna. In this case, the organizer's payment claim is assigned to Klarna in the name and on behalf of the organizer. In this case, the attendee can only make payments to Klarna with debt-discharging effect. The [General Terms and Conditions of Klarna Bank AB \(publ\)](#) apply in addition to the payment methods purchase on account or installment purchase.

## 5. Unpaid payments, fees

5.1 If, for reasons attributable to the attendee, TicketPAY is unable to collect the payment on behalf of and for the account of the organizer, or if the payment is wrongfully canceled by the attendee (hereinafter referred to as "cancellation"), the attendee shall be in default of payment without the need for a separate reminder. In such cases, cancellation fees will be charged for each cancellation (e.g., up to €10.00 for SEPA direct debits and €47.60 for credit cards).

5.2 Additional fees that may be incurred for unpaid payments are processing fees of currently €2.50 for the second reminder and €5.00 for referral to a collection agency.

## 6. Shipping, loss, and complaints about tickets

6.1 Immediately after receipt of payment or after ordering (only for purchases on account), TicketPAY will send a purchased ticket on behalf of and for the account of the organizer to the postal or electronic address provided 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 on behalf of and for the account of the organizer upon return of the incorrect ticket already delivered. It is the attendee's responsibility to check the correctness of the ticket sent to them in order to arrange for a replacement delivery via TicketPAY from the organizer 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 that the attendee has created a user account on the TicketPAY websites.

6.4 Tickets sent by post that have not arrived at the attendee's address will be sent again by TicketPAY on behalf of and at the expense of the event organizer, provided that the attendee confirms that they have not received the tickets. TicketPAY will provide a form for this confirmation upon request.

6.5 Tickets that have been lost or destroyed by the attendee and which were sent by post will not be replaced.

## **7. Prohibition on the sale of free tickets**

The sale or resale of free tickets is strictly prohibited and will result in the ticket becoming invalid. For each violation of the aforementioned prohibition, TicketPAY may, on behalf of and for the account of the organizer, 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 canceled 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 shall be liable without limitation for damages resulting from injury to life, limb, or health caused by 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 by fraudulent conduct on the part of TicketPAY. Furthermore, TicketPAY shall be liable without limitation for damages caused by TicketPAY or one of its legal representatives or vicarious agents through intent or gross negligence.

9.2 Liability under the Product Liability Act remains unaffected.

9.3 In the event of a slightly negligent breach of essential contractual obligations, TicketPAY shall be liable, except in the cases specified in Sections A.9.1 and A.9.2, to the amount of the foreseeable damage typical for this type of contract. Essential contractual obligations are abstract obligations whose fulfillment is essential for the proper execution of a contract and on whose compliance the contracting parties may regularly rely. Otherwise, TicketPAY's liability is excluded.

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

9.5 TicketPAY is not liable for the proper execution of the event or for the services of the respective organizer. In this respect, claims can only be made against the organizer.

## **10. Data protection**

The (general) privacy policy, available at:

[https://manage.ticketpay.de/documents/agb/tpeu\\_privacy\\_de.pdf](https://manage.ticketpay.de/documents/agb/tpeu_privacy_de.pdf)

If there are subpages and subdomains that have their own privacy policy (e.g., the shop pages), the privacy policy listed there applies:

[https://manage.ticketpay.de/documents/agb/tpeu\\_privacy\\_s\\_de.pdf](https://manage.ticketpay.de/documents/agb/tpeu_privacy_s_de.pdf)

## **11. Final provisions**

11.1 Unless otherwise agreed, the attendee may submit all declarations to TicketPAY by email or send them to TicketPAY by fax or letter. TicketPAY may send declarations to the attendee to the email address provided by the attendee when placing their order.

11.2 For all orders processed via TicketPAY websites, only these GTC apply 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 performance shall be the registered office of TicketPAY.

11.4 German law applies, excluding international private law and the UN Convention on Contracts for the International Sale of Goods, which has been incorporated into German law.

11.5 A translation of this contract is provided solely for the purpose of better understanding. Only the German version of this contract is legally binding. In the event of discrepancies or contradictions between the German version and the respective translation, the German text shall be authoritative.

## **B. Special provisions for personalized tickets**

1. For certain events, tickets are personalized, i.e., only the holder of the right of admission has the right to demand admission to the event. Their name is an integral part of the ticket. These events are marked in the ordering process with a corresponding note on the personalization of the tickets. The customer undertakes to purchase and use the ticket(s) exclusively for private use.
2. Since 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 and obliged during the ordering process to truthfully provide the first and last names and, if applicable, other data of the participating person(s) for whom the personalized tickets are to be issued after the purchase. The purchaser assures that the information provided by third parties will not be misused.
3. If, despite a final notification, the purchaser fails to provide all necessary data of the participating person(s) in a timely and truthful manner, these tickets will be personalized to the purchaser and the organizer will be informed thereof. The organizer will take one of the possible measures (e.g., approval of download/shipping or addition of information or the chargeable reversal of the ticket purchase). If the organizer does not take any of the possible measures within the specified period (usually 2 days), the customer can download the ticket(s) personalized for them or have them sent to them.
4. Entitlement to attend the event is based solely on the contract concluded between the purchaser and the organizer and is only valid if the attendee's name is expressly stated on the ticket. Based on the contract concluded between the purchaser and the organizer, third parties for whom the purchaser has purchased a personalized ticket are also entitled to attend the event. The name of the respective third party must be expressly stated 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 legitimately entered into the contract with the organizer can identify themselves at the entrance control upon request with their valid identity card (or other approved documents in accordance with the specific requirements of the respective organizer).



### **C. Special provisions for ticket-related questions**

1. Ticket-related questions may be asked for certain events. These events are marked with a corresponding note on the questions during the ordering process.
2. Since ticket-related questions are only answered after the purchase process (in the MyTicket portal), the purchaser is requested and obliged during the ordering process to provide truthful answers to the questions after the purchase. The purchaser assures that the data of third parties will not be misused.
3. If, despite a final notification, the customer fails to answer the ticket-related questions truthfully and within the specified time limit, the organizer will be informed of this and has several options (e.g., to approve the download/shipping, to add information, or to reverse the ticket purchase at a charge). If the organizer does not take any of the above measures within the specified period (usually 2 days), the customer may download the ticket(s) or have them sent to them.

## D. Special provisions for the processing of a change of name

### Preamble

Tickets for certain events are personalized; only the holder of the ticket and the right of admission has the right to demand admission to the event. Their name is an integral part of the ticket.

Subject to the conditions set out below in sections D.1.1 ff., a attendee (hereinafter referred to as the "previous ticket holder") is entitled to transfer a ticket personalized in their name and thus the right of attendance to a third party (hereinafter referred to as the "new ticket holder") (hereinafter referred to as "reassignment"). The repersonalization of tickets for the organizer's event is carried out by TicketPAY in its own name, but on behalf of the organizer, by way of a commission transaction. The organizer grants TicketPAY its consent to do so.

Contractual relationships with regard to the ticket and admission rights continue to exist exclusively between the attendee and the organizer.

The previous ticket holder is liable for the attendee re-personalization fee set by the organizer. The fee is charged by TicketPAY in its own name, but on behalf of the organizer as part of the commission business. The amount of the attendee re-personalization fee is displayed to the previous ticket holder in the MyTicket portal before the re-personalization is requested and is part of the re-personalization contract.

### 1. Repersonalization process

TicketPAY carries out the repersonalization in accordance with the following provisions:

#### 1.1. Subject to

- 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 General Terms and Conditions and data protection declarations, and TicketPAY has given its consent on behalf of and on the instructions of the organizer,
- full payment of the specified repersonalization fee per repersonalization/ticket/person, and
- the successful checking and verification of the identity documents provided,

the previous ticket holder is entitled to transfer a personalized ticket purchased by them, i.e., the right to attend, to a new ticket holder.

1.2. The previous ticket holder may only transfer their 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 their place, assuming all rights and obligations. This entry into the contract requires prior consent, which is hereby granted 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 contract will not be granted in the following cases:

- if the de-personalization fee has not been paid within the specified period;
- if the identity documents have not been correctly checked and verified;
- if tickets are transferred or sold or tickets are purchased for a third party as part of a commercial activity without the prior express consent of the organizer;
- if tickets are sold in unauthorized internet auctions;
- if tickets are sold privately at a higher price than the stated ticket price, whereby a surcharge of up to 15 percent is permitted to offset transaction costs incurred;



- in the case of the sale of tickets for profit or the purchase of tickets on behalf of a third party in order to make a profit from the brokerage activity.

1.4 Once the ticket has been reissued, the new ticket holder will receive a ticket issued in their name by email and the previous ticket holder's right to access the event will be invalidated. The invalidated ticket will no longer grant access.

## **2. Repersonalization and resale**

The resale of a ticket that has already been personalized is subject to the special provisions for the processing of resales (see section E) with regard to resale, and to the special provisions for the processing of repersonalization listed here with regard to repersonalization.



## **E. Special provisions for the processing of resales**

### **Preamble**

For certain events, the organizer may allow the resale of tickets.

A purchase contract for a ticket is concluded exclusively between the ticket seller and the ticket buyer, whereby the ticket seller acts in their own name and on their own account.

The resale is processed by TicketPAY in its own name, but on behalf of the event organizer, by way of a commission transaction. The event organizer grants TicketPAY permission to carry out the resale via the TicketPAY websites. Upon resale, the right of admission is transferred from the ticket seller to the ticket buyer. This transfer requires approval and is carried out by TicketPAY in the name and on behalf of the event organizer in accordance with Section E.1.1 ff.

### **1. Resale process**

TicketPAY conducts resales in accordance with the following provisions:

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 ("resale price"), but within the limits specified by the organizer for their event.

1.2 A attendee resale fee set by the organizer is charged for the resale, which is payable by the ticket seller. The fee is charged by TicketPAY in its own name, but on behalf of the organizer as part of the commission business. The amount of the attendee resale fee is displayed to the ticket seller in the MyTicket portal before the resale is requested. The ticket seller decides whether to add the attendee resale fee (in whole or in part) to the resale price or to bear it (in whole or in part) themselves.

The ticket seller authorizes TicketPAY to collect the resale price owed by the ticket buyer plus any attendee resale fees as part of the commission business. If TicketPAY collects this fee, it will offset it against the ticket seller's claim against the ticket buyer. The attendee resale fee will not be paid out to the ticket seller.

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

1.4 Once the ticket has been sold, TicketPAY grants consent on behalf of and on the instructions of the event organizer to transfer the right of admission from the ticket seller to the ticket buyer. The successful sale is displayed to the ticket seller in the MyTicket portal and communicated by email. The right of admission is thereby transferred to the ticket buyer by issuing a new ticket to the ticket buyer, whereby the ticket seller's ticket is simultaneously invalidated and no longer entitles the holder to admission to the event. As a matter of principle, TicketPAY does not disclose the contact details of the other party to 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 with (a) the name, (b) the address, and (c) the email address of the other party, if available.

1.5 Payment to the ticket seller must be approved by TicketPAY. Possible requirements for such approval include information that serves to identify the ticket seller (e.g., to prevent money laundering). After this approval, TicketPAY will transfer the resale price owed by the ticket buyer in accordance with Section E.1.1, less the share of the attendee resale fee to be borne by the ticket seller in accordance with Section E.1.2, to the account specified by the ticket seller as part of the commission business. With this transfer, TicketPAY's obligation is limited to the technical and commercial processing of the payment transaction; the ticket buyer remains the sole contractual partner of the ticket seller.

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. Transfers to account holders outside the EU may result in differences



due to possible currency conversions and bank charges on incoming payments. These differences shall be borne by the ticket seller and shall not be borne by TicketPAY.

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

1.7 The ticket seller is obliged to raise any objections to the transfer made by TicketPAY immediately, at the latest four (4) weeks after the transfer. Otherwise, the ticket sale shall be deemed to have been approved.

## **2. Repersonalization and resale**

The resale of an already personalized ticket is subject to the special provisions for processing a change of name (see section D) with regard to the change of name that is then also necessary, and to the special provisions for processing resales listed here with regard to the resale.