

## **Agreement on the use of Ticketcorner.Light (Terms of Use)**

Ticketcorner.Light, with its simplified, user-friendly operation and reduced range of functions, is aimed at promoters (hereinafter referred to as «Contractual Partner») who wish to easily manage events via an online interface and to distribute tickets, including via the online Ticketcorner shop, to end customers without any special product training.

### **I. Registration, contract conclusion**

1. The Contractual Partner must fill in the required information during registration in a truthful and complete manner.
2. After registering, there is the opportunity to preview how Ticketcorner.Light works. This allows the Contractual Partner to create and manage their own events; however, they cannot be released for sale.
3. By accepting these terms of use, the Contractual Partner makes an offer to Ticketcorner to conclude a contract for the use of Ticketcorner.Light. Ticketcorner is free to accept or reject the offer; all relevant information will be sent via e-mail. The Contractual Partner agrees that Ticketcorner may carry out a credit check before accepting the offer.
4. After conclusion of the contract in accordance with I. 3, the Contractual Partner is entitled to use the full range of features offered by Ticketcorner.Light. If the offer is rejected, Ticketcorner is entitled to delete the Contractual Partner's registration data.

### **II. Access to Ticketcorner.Light**

1. The Contractual Partner is obligated to choose access details and passwords which meet standard security requirements, to keep these confidential and to prevent unauthorised use of these by third parties.
2. The Contractual Partner will inform Ticketcorner immediately if it becomes aware of or suspects any misuse of its access details or passwords. In such cases, Ticketcorner is entitled to block access to Ticketcorner.Light until such time as the situation has been clarified and the misuse stopped. The Contractual Partner is liable for any misuse of access to Ticketcorner.Light for which it is responsible.
3. The Contractual Partner must possess and maintain the technical requirements needed to access Ticketcorner.Light, in particular with regard to hardware and operating system software, an Internet connection and up-to-date browser software. The Contractual Partner is furthermore obligated to take the necessary precautions to secure its systems, in particular to use the standard browser security settings and to use up-to-date protection mechanisms to defend against malware.

### **III. Services offered by Ticketcorner**

1. Ticketcorner enables the Contractual Partner to sell tickets for their own events taking place in Switzerland via the Ticketcorner.Light online shop and optionally via Ticketcorner's own sales channels (Ticketcorner website and order hotline). Ticketcorner has the right not to activate an event for justified reasons.
2. Ticketcorner also offers selected partners the option of an online application for the independent sale of tickets, for example at their own ticket outlet or at the box office on the day of the event (hereinafter «box office sales»). It is also possible to book free tickets through box office sales. The enabling of box office sales is done at Ticketcorner's sole discretion and Ticketcorner reserves the right to withdraw permission at any time.
3. Ticketcorner grants the Contractual Partner a simple and non-transferable right of use to Ticketcorner.Light for the term of this contract. Ticketcorner reserves the right to make changes to and keep Ticketcorner.Light up-to-date in terms of technology and optimisation, in particular for the purpose of improving user-friendliness, and to alter content. Ticketcorner will notify the Contractual Partner of any significant changes to Ticketcorner.Light.
4. The average availability of Ticketcorner.Light is 96% per annum, with maintenance and installation work being excluded from the availability calculation. Connectivity problems caused by third-party disruptions are not taken into account when calculating availability.

### **IV. Duties of the Contractual Partner**

1. The Contractual Partner undertakes to sell tickets for attending events organised by them in Switzerland via Ticketcorner.Light and – if the following sales channels have been selected – to sell tickets online via Ticketcorner's own sales channels and to integrate the Ticketcorner.Light online shop provided by Ticketcorner into its own website and use it for online ticket sales. The sale of vouchers, merchandise products, tickets for events organised by third parties, etc. is not permitted.
2. The Contractual Partner collects any necessary sales data for using Ticketcorner.Light at their own risk. Ticketcorner provides the Contractual Partner with the appropriate application support (e-mail; available during Ticketcorner's usual business hours). The Contractual Partner is responsible for all listings made in Ticketcorner.Light, in particular for event

titles, images and promotional texts. The Contractual Partner must also take into account all applicable regulatory requirements (for example, event registration, ticket layout in accordance with official regulations, etc.).

The Contractual Partner indemnifies Ticketcorner in full from any third-party claims asserted against Ticketcorner due to its system entries or due to a failure to fulfil regulatory requirements on the part of the Contracting Partner (including any legal defence costs incurred by Ticketcorner).

3. The Contractual Partner ensures that only events that meet the requirements outlined in Section 1 above are entered and distributed via Ticketcorner.Light. If these requirements are not met, Ticketcorner will calculate the conditions in accordance with the currently valid price list for use of the Ticketcorner system (which Ticketcorner will make available to the Contractual Partner at any time upon request); the right to termination according to XIV remains unaffected.

4. The Contractual Partner has the option of uploading a logo and other image material (e.g. artists, groups, actors; hereinafter collectively referred to as «image material») to promote their event in the Ticketcorner.Light online shop and/or via Ticketcorner's own sales channels. The Contractual Partner grants Ticketcorner the unlimited right to use this image material free of charge to advertise advance ticket sales on all communication channels, for example in booklets, on billboards, advertisements and other advertising media as well as on the Internet (e.g. ticketcorner.ch), including social media such as Facebook, and also grants corresponding rights to sales partners of Ticketcorner (e.g. partner shops). The Contractual Partner accepts that if images or other protected content are available on the Internet, and in particular on social media, they may be further distributed by third parties, for example by copying or sharing content. Ticketcorner generally has no influence on this distribution and assumes no liability for its type, scope and/or legal compliance. The granting of rights also includes the right to edit the image material in order to adapt it to the respective form of use (e.g. cropping, editing and displaying in landscape or portrait format, shrinking to fit an image section, etc.). The Contractual Partner warrants that the image material is designed in accordance with the law (including indication of the author) and that they are authorised to grant the aforementioned rights, and fully indemnifies Ticketcorner from any third-party claims that may arise against Ticketcorner and/or Ticketcorner's sales partners due to the use of the image material (including any legal defence costs incurred by these parties). Any further claims by Ticketcorner and/or Ticketcorner's sales partners remain unaffected. Ticketcorner is entitled to remove the Contractual Partner's images if third parties comprehensibly claim that their rights are being violated through this use or if there are other legitimate grounds for complaint.

5. Ticketcorner forwards enquiries from ticket purchasers that cannot be answered by Ticketcorner directly to the contractual partner or provides the ticket purchasers with the contact details of the contractual partner (including email address) so that the ticket purchasers can contact the contractual partner directly. The contractual partner shall ensure that enquiries from ticket purchasers are answered in a timely manner.

## **V. Print@home and mobile ticket, Ticketcorner ticket material**

1. Admission tickets sold via Ticketcorner.Light are made available to the ticket buyer exclusively as so-called print@home and/or mobile tickets.

a. With the print@home ticket, the ticket buyer receives the ordered ticket(s) electronically in the form of a PDF document and can print it out on plain paper using a printer designed for this purpose. The print@home ticket will not be sent by post. For print@home tickets, payment is currently only possible by credit card, TWINT, ApplePay and GooglePay. Ticketcorner reserves the right to offer additional payment methods in the future. The printed print@home ticket contains, among other things, the ticket buyer's first and last name (identical for all tickets in that order). As such, a print@home ticket cannot be customised.

b. A mobile ticket is an electronically transmitted ticket that is transferred via a link to a mobile device – which the customer selects from a range of suitable models listed as part of the ordering process. The mobile ticket will not be sent by post. For mobile tickets, payment is currently only possible by credit card, TWINT, ApplePay and GooglePay. Ticketcorner reserves the right to offer additional payment methods in the future. The mobile ticket contains a QR code.

2. The Contractual Partner authorises Ticketcorner to issue and sell print@home and mobile tickets on their behalf and on their account for their events and accepts these as valid admission for the corresponding event.

3. The Contractual Partner is free to decide whether and in what form to carry out admission checks at the event location with regard to print@home and/or mobile tickets. Unless expressly agreed otherwise, Ticketcorner has no obligations in this respect. Ticketcorner's EVENTIM.Access control system offers electronic access specially designed for print@home and/or mobile tickets. If desired, the contractual partner can rent or purchase additional access control solutions from Ticketcorner in addition to the EVENTIM.Access app. In this case, the Contractual Partner and Ticketcorner will conclude separate contracts for the rental or purchase of EVENTIM.Access. Ticketcorner expressly recommends that the contractual partner check, identify, and have print@home and/or mobile tickets validated at the event location using the EVENTIM.Access Scan-App in order to prevent any misuse, for example by submitting multiple printouts or a copy of a print@home ticket. The costs of conducting appropriate access control measures are borne by the Contractual Partner.

4. If the tickets are sold via the online shops operated by Ticketcorner (e.g. ticketcorner.ch), including the corresponding partner shops, the ticket buyer can choose other ticket types (e.g. tickets with physical delivery) in addition to

print@home and mobile tickets. The ticket material provided by Ticketcorner will be used to print the tickets.

## **VI. EVENTIM.Access Scan-App**

1. The EVENTIM.Access Scan-App is a software access control solution for admission tickets generated via the Ticketcorner system. It is suitable for mobile use at indoor and outdoor events or venues. It is not possible to check admission tickets from third-party systems.
2. The minimum operating system requirement for the Contractual Partner's respective mobile device is iOS 9.0 or Android 8.0 or higher. In addition, the mobile device used by the Contractual Partner must have at least a functional and usable autofocus camera and flash LED.
3. The Contractual Partner downloads the EVENTIM.Access Scan-App via the respective app stores and installs it onto their device. The Contractual Partner must meet the technical and other requirements necessary for the EVENTIM.Access Scan-App to be operational in good time before the intended download. Ticketcorner is not responsible for connecting the EVENTIM.Access Scan-App to other devices or software to ensure it is ready for use, unless the parties involved agree otherwise; the latter is carried out in text form and on a one-on-one basis. The prerequisite for using the EVENTIM.Access Scan-App is that the Contractual Partner and the corresponding end users of the EVENTIM.Access Scan-App must comply with the general terms and conditions of the EVENTIM.Access Scan-App, which must be accepted when downloading from the respective app store.
4. To prepare the EVENTIM.Access Scan-App for access control, the Contractual Partner is provided with information through Ticketcorner.Light under the respective event detail page or «My Profile». QR codes are provided, which can be scanned to carry out the initial configuration of the hardware for checking admission. The passing on of these QR codes to third parties (e.g. personnel in charge of checking admission) in the form of the PDF document provided remains the responsibility of the Contractual Partner.
5. The EVENTIM.Access Scan-App can be used to check admission to events that meet the following requirements:
  - a. The tickets to be checked were purchased from the online shop provided by Ticketcorner and/or the Ticketcorner network.
  - b. The event status is listed as «released». It is not possible to check «blocked» or «cancelled» events.
  - c. The event is current.
6. Synchronous online use of the EVENTIM.Access Scan-App requires a correspondingly fast online connection (at least ADSL 10Mbit/1Mbit, Wi-Fi signal-to-noise ratio of 30 dB at the entry point). When using «Only Online» online on your mobile device, the EVENTIM.Access Scan-App synchronises regularly with the one on the server via either a Wi-Fi connection that has been predefined and set-up beforehand or via mobile data; in either case, information will be constantly updated for each activated event whenever online. That means that the sale does not have to be aborted when using online mode and thus allows sales to continue during the admission process. In offline «Locally first» mode, an Internet connection does not have to be available when checking tickets. Ticketcorner expressly points out that only tickets that have been identified by the EVENTIM.Access Scan-App after synchronisation and from the start of the admission phase will be able to be scanned. Tickets that have been purchased or cancelled after this cannot be verified by the EVENTIM.Access Scan-App without re-synchronisation. For smooth use of the app, Ticketcorner recommends that, in addition to providing a data connection, an initial synchronization between servers and the EVENTIM.Access Scan-App is carried out at least two hours before admission begins and to avoid the use of other apps during the admission process as well as fully charging all end device batteries in good time. Ticketcorner points out that end devices are not able to communicate directly with each other either in online or offline mode and that any exchange of data with the EVENTIM.Access Scan-App server therefore takes place exclusively via a Wi-Fi and/or online mobile network and its infrastructure components. If this were not the case, the use of multiple scanning devices could lead to the same admission tickets being used multiple times on different devices.
7. The hardware required to use the EVENTIM.Access Scan-App must be provided by the Contractual Partner at their own expense and at their own risk.
8. Ticketcorner does not charge any additional fees for the use of the EVENTIM.Access Scan-App.
9. The availability of the Access Control Server is generally 99% per annum. Regular maintenance work and exceptional maintenance work are not taken into account when calculating the availability. Exceptional maintenance work is that which is necessary and may be carried out to maintain the functionality and/or stability of Ticketcorner's systems.
10. Updates to the EVENTIM.Access Scan-App are made available via the respective app stores and must be installed immediately by the Contractual Partner or end user.
11. Ticketcorner may make changes to the EVENTIM.Access Scan-App in order to maintain or improve the software, to the extent that it is reasonable for the Contractual Partner to carry out such measures. The Contractual Partner may not

make any changes to the EVENTIM.Access Scan-App. Mobile device attachments or hardware such as lens attachments are not supported by the EVENTIM.Access Scan-App.

## **VII. Cancellation/postponement of an event/bankruptcy of the Contractual Partner**

1. The cancellation of an event must be reported to Ticketcorner in written form immediately after it becomes known. Any sale of tickets for the event must be terminated immediately by the Contractual Partner. If the Contractual Partner does not comply with this obligation, Ticketcorner is entitled to terminate ticket sales following 24 hours' notice. This right of termination also applies in the event that Ticketcorner learns about the cancellation of an event, for example through the media or venue, and the Contractual Partner cannot be reached for a period of more than 24 hours (hereinafter «unavailability»).

2. In the event of suspension of service, cancellation, relocation of one of its events or unavailability, the Contractual Partner must give Ticketcorner the corresponding cancellation clearance for all tickets issued. This requires that the status of the event be changed to «cancelled» by the Contractual Partner or, in the event of unavailability, by Ticketcorner.

3. Customers with print@home and/or mobile tickets will be refunded the ticket purchase price paid without having to return the print@home and/or mobile ticket to the Contractual Partner or Ticketcorner. This means that the respective print@home and/or mobile ticket will be cancelled immediately in the system; its access authorisation is deleted and the ticket is therefore voided by the system. The same applies if cancellation is necessary in other exceptional cases (e.g. event relocation, cancellation, undeliverable shipments, payment defaults, goodwill, suspected fraud). The ticket purchase price will be reimbursed exclusively to the person who ordered the respective ticket. The Contractual Partner hereby consents to the fact that once the event has been cancelled, the sales proceeds made available to Ticketcorner will be used for the purpose of refunding ticket buyers. If necessary, the Contractual Partner will immediately provide Ticketcorner with access to any sales proceeds that have already been paid to the Contractual Partner. After 30 days from the original event date or if Ticketcorner has not received sufficient funds from the Contractual Partner to refund all tickets for the cancelled event, ticket buyers will have to contact the Contractual Partner directly. If the tickets are sold via the on-line shops operated by Ticketcorner (e.g. ticketcorner.ch), including the corresponding partner shops, the return provisions of the General Terms and Conditions for Ticket Buyers of Ticketcorner apply.

4. The Contractual Partner is obligated to inform Ticketcorner immediately of any threat of bankruptcy, petitions for bankruptcy, deposit of balance sheets (notice of insolvency) and/or opening of bankruptcy proceedings effected by creditors or caused by the Contractual Partner. If the Contractual Partner is under threat of bankruptcy, Ticketcorner is entitled to suspend ticket sales for all events of said Contractual Partner. In the event of the cancellation of a performance following the bankruptcy of the Contractual Partner, Ticketcorner is entitled to retain all revenue already generated from the sale of the respective Tickets until such time as the limit for chargebacks of ticket prices by credit card companies has expired. Payment of the ticket revenues remaining after this will be made solely to the bankruptcy office or the relevant liquidator as the case may be. Ticketcorner reserves the right to offset these with any outstanding claims against the Contractual Partner.

## **VIII. Ticket price, charges, taxes and fees**

1. The basic ticket price is determined by the Contractual Partner. Ticketcorner is entitled to charge additional fees, which must be paid by the ticket buyer. Whether and to what extent such fees are charged to ticket buyers is at the exclusive discretion of Ticketcorner. Ticketcorner reserves the right to adjust any fees. Individual services from Ticketcorner will be charged to the Contractual Partner separately depending on the amount involved. In such cases, Ticketcorner creates a custom rate for each Contractual Partner.

2. Ticket-related charges will be collected even if an event is not held, irrespective of the reasons for this.

3. Ticketcorner is entitled to the fee as a sales commission for sales via Ticketcorner's private advance booking channels. Ticketcorner is still entitled to commission from the Contractual Partner if the event is cancelled.

4. If the event is cancelled or any tickets are cancelled, Ticketcorner is entitled to charge a cancellation fee of CHF 5.00 per ticket.

5. Ticketcorner settles the fees and commissions in accordance with the applicable statutory provisions and official requirements of the relevant VAT offices. The currently valid rates apply. The Contractual Partner is responsible for any taxes, fees and costs incurred in connection with the sale of the tickets. In particular, the Contractual Partner is responsible for the taxation of its services (ticket price) if it is subject to VAT. Any changes in the area of VAT that lead to additional costs and charges in connection with events (such as subsequent invoices) will be entirely at the expense of the Contractual Partner.

6. With the exception of events that take place in cities and towns in which Ticketcorner pays the amounts required by the ticket tax office instead of the Contractual Partner, the Contractual Partner is solely responsible for the settlement of events with government offices and authorities (e.g. ticket tax office, SUISA, etc.) (including the registration and implementation of official requirements, such as the registration of an event with the competent authority). If Ticketcorner

pays such claims from government offices or authorities, the Contractual Partner will reimburse Ticketcorner in full for the expenses incurred. If the Contractual Partner organises events in cities and towns where Ticketcorner pays the amount demanded by the ticket tax office instead of the Contractual Partner, Ticketcorner is entitled, at its own discretion, either to deduct the amount demanded by the ticket tax office from the final invoice or to demand it in advance from the Contractual Partner in order to pay this amount directly to the ticket tax office.

## **IX. Collection and billing**

1. Past events for which tickets were sold via the Ticketcorner.Light online shop or Ticketcorner's private sales channels will be billed by Ticketcorner within 7 business days following the event date and after the Contractual Partner has set the event status to «completed» in Ticketcorner.

Payment to the Contractual Partner is made after billing and is limited to the payments actually made/ collected by the ticket buyers. Ticketcorner draws up proper invoices for this.

2. Ticketcorner first deducts the fees to which it is entitled in accordance with the applicable price list from the proceeds collected; the remaining amount is passed on to the Contractual Partner. Payment of the ticket fee is due at the time of booking. Ticketcorner is also entitled to offset any outstanding costs within the meaning of sentence 1 for other charges against the Contractual Partner. The Contractual Partner undertakes to refund any residual amounts (e.g. chargebacks from credit cards after payment) to Ticketcorner.

3. Proceeds collected through box office sales are directly available to the promoter. Ticketcorner will invoice the Contractual Partner for the fees due to Ticketcorner in accordance with the applicable price list after the event has ended and after the event has been set to «completed».

4. Ticketcorner is entitled to send invoices to the Contractual Partner electronically, to which the Contractual Partner hereby gives its consent and must also provide Ticketcorner with an e-mail address intended for this purpose in written form.

5. The Contractual Partner is obligated to direct any objections to the statements issued by Ticketcorner to Ticketcorner in writing immediately, but no later than two weeks after receiving the bill.

6. The cession of the Contractual Partner's claims against Ticketcorner requires the prior written consent of Ticketcorner.

## **X. Advertising**

1. When promoting their event, the Contractual Partner will clearly indicate their connection to the Ticketcorner system on all advertising material (promotional posters, press advertisements, etc.) for events sold via the Ticketcorner.Light and Ticketcorner network, taking into account Ticketcorner's current corporate identity, to the extent that they make use of the opportunity to promote their events via Ticketcorner's sales channels (see III 1.).

2. Ticketcorner provides the Contractual Partner with downloadable print templates at <https://www.b2b.ticketcorner.ch/en/about-us/brand-and-logos>. The Contractual Partner will display these logos on all advertising material insofar as this can be reasonably expected. The Contractual Partner will ensure that all promotional material is designed in a legally permissible manner; in particular, material is to include information required by law, such as fees for value-added telephone services, etc.

## **XI. Data usage**

1. As part of the distribution of the Contractual Partner's event via Ticketcorner.Light and Ticketcorner's private sales channels, Ticketcorner collects select personal information such as name, address, telephone number and e-mail address, as well as the ticket buyer's payment information when paying by credit card, TWINT or other electronic payment methods (hereinafter «customer data»). This customer data is managed by Ticketcorner.

2. The contractual partner receives access to the customer data collected via Ticketcorner.Light. Ticketcorner's rights and obligations in connection with the use of customer data remain unaffected by its release to the Contractual Partner. Ticketcorner may use customer data in particular for processing orders and communications related to order processing, including sending newsletters, informative e-mails prior to the event, customer satisfaction surveys after the event and for sending informative e-mails when the same or similar events to those for which the user purchased a ticket take place.

3. The Contractual Partner may use the customer data exclusively for processing the respective ticket purchase (including informing the ticket buyer about the event and internal analyses) and, in the event of cancellation or postponement, for informing the ticket buyer accordingly and for processing any refund claims. The Contractual Partner is not contractually permitted to use the data beyond this purpose. In particular, the Contractual Partner may not use customer data to contact the ticket buyer for marketing or advertising purposes (e.g. for other events). The Contractual Partner also acknowledges that customer data may not be passed on to third parties.

4. The Contractual Partner undertakes to unconditionally comply with any and all applicable data protection regulations.



5. The Contractual Partner will indemnify Ticketcorner for any claims (in particular court, litigation and legal costs as well as any claims for damages) that ticket buyers or other third parties raise against Ticketcorner in connection with the Contractual Partner's violation of data protection regulations.

## **XII. Liability**

1. Ticketcorner fully excludes, insofar as legally permitted, any liability arising from or in connection with this contract. In particular, Ticketcorner does not assume any liability for disruptions and/or other damage:

- i. in connection with the use of Ticketcorner.Light or the Ticketcorner Distribution System;
- ii. to technology and infrastructure outside of its area of responsibility (e.g. phone lines, Internet connection, hardware and software of the Contractual Partner);
- iii. in the event of interruptions, a lack of availability of the Ticket and Distribution System or other technical disruptions; or
- iv. in the event of faults, viruses and bugs in the Ticket and Distribution System.

2. In particular, Ticketcorner cannot be held liable for:

- i. the sale of a minimum number of Tickets and it accepts no liability for the commercial success of the respective event of the Contractual Partner;
- ii. the accuracy of the event data and information transmitted by the Contractual Partner; or
- iii. any form of refund request by ticket purchasers.

3. Ticketcorner's liability for direct damages resulting from an intentional or grossly negligent breach of duty remains unaffected.

4. There exist no contractual obligations between Ticketcorner and the buyer of a ticket regarding the implementation of an event. The Contractual Partner will indemnify Ticketcorner for all claims (in particular court, litigation and legal fees as well as any claims for damages) made by ticket buyers or other third parties against Ticketcorner in connection with the purchase of a ticket and/or events (in particular the implementation, suspension, reimbursement or expiration of an event) organised by the Contractual Partner or with the violation of data protection regulations by the Contractual Partner.

5. Insofar as Ticketcorner's liability is disclaimed or restricted, this also applies to Ticketcorner's liability of its legal representatives, auxiliary persons and their personal liability.

## **XIII. Confidentiality**

The Contractual Partner undertakes to use the information obtained as part of this contractual relationship only for advance ticket sales and organising events, including advertising, and not to pass it on to third parties or use it in any other way.

## **XIV. Contract validity, term and termination**

This contract comes into force upon acceptance of the organiser's offer by Ticketcorner (see I. 3. above) and is concluded for an indefinite period. It can be terminated by either party at any time upon written notice. In the event of termination, Ticketcorner is entitled to deactivate the Contractual Partner at its expense and immediately block its events from sale via Ticketcorner.Light and the Ticketcorner system.

## **XV. Processing upon contract termination**

1. Insofar as the presales for an event have not yet begun once the contract has come to an end, Ticketcorner is entitled to refuse presales via the sales channels covered in this contract.

2. Where the presales have already started, Ticketcorner is entitled to suspend the presales with immediate effect.

## **XVI. Changes to the terms of use, settlement, change of Contractual Partner, severability clause**

1. Ticketcorner reserves the right to amend these Terms of Use at any time. The amended Terms of Use will be deemed to have been effectively agreed between the parties if the Contractual Partner does not refuse to consent to the amended Terms of Use within thirty (30) days of their receipt. The consent of the Contractual Partner is not required for adjustments and changes to the Terms of Use, which are only undertaken due to ambiguities.

2. Settlement by the Contractual Partner against claims from Ticketcorner is only permitted for claims that have been legally established or recognised. The same applies to the exercise of retention rights.

3. Ticketcorner is entitled to transfer the contract with all rights and obligations to another company, in particular an operating company. This other company must be able to properly fulfil the contractual obligations throughout the entire term of the contract. The Contractual Partner hereby agrees to the transfer. The Contractual Partner is only entitled to transfer this contract with all rights and obligations to another company with the prior written consent of Ticketcorner. Any transfer of contract is in full, i.e. Ticketcorner and the new Contractual Partner are liable to each other for rights and obligations arising from the contract regardless of when they arose; in particular, Ticketcorner is entitled to make payments to the new Contractual Partner with discharging effect. The transferring Contractual Partner is held responsible for liabilities arising prior to the transfer until they have been fulfilled, including after the transfer, together with the transferring Contractual Partner.

4. No verbal subsidiary agreements exist. Changes or additions to the contract must be in written form. This also applies to any abolition of this requirement.

5. In the case that individual provisions of the contract are deemed wholly or partially void, the validity of the rest of the contract will remain unaffected. The invalid provision is to be replaced by a regulation that comes as close as possible to the economic objective of the invalid provision; if this is not possible, the law applies.

6. Swiss law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of law provisions. The sole place of fulfilment for delivery, service and payment is the headquarters of Ticketcorner. The exclusive (including international) place of jurisdiction for all disputes arising directly or indirectly from a contractual relationship is the headquarters of Ticketcorner.

### Overview of fees for promoters

The Contractual Partner will pay a system usage fee to Ticketcorner for the use of Ticketcorner.Light and/or Ticketcorner's own sales channels for each ticket sale processed via the Ticket System. This fee will be included in the calculation of the ticket price. This system usage fee is owed by the Contractual Partner for each Ticket managed on the Ticket System, even if not printed out.

#### 1. System usage fees per ticket

Sale via Ticketcorner.Light	CHF 0.50
Sale via Ticketcorner's own sales channels (incl. TC booking offices)	CHF 0.50
Sale via organiser's sales channel	CHF 0.50
Sale of free tickets (applies to all sales channels)	CHF 0.30
Sale of a bundle ticket through Ticketcorner.Light and organiser's sales channel	CHF 0.40 per ticket included in the bundle ticket (max. CHF 4.00 per bundle)

#### 2. Presale fees

The Contractual Partner owes Ticketcorner a presale fee for each ticket sold via the Ticket/Distribution System, the cost of which is included directly in the ticket price and calculated on the basis of the basic ticket price (incl. costs of credit card payment).

Sale via Ticketcorner.Light	4 %
Sale via Ticketcorner's own sales channels (incl. TC booking offices)	12 %
Sale via organiser's sales channel	0 %

If a bundle ticket is sold via Ticketcorner.Light, 3% of the basic price of the bundle ticket will be calculated; for sales via the organiser's sales channel, this figure is 0%. It is not possible to sell bundle tickets via Ticketcorner's own sales channels (including TC booking offices).

#### 3. Cancellation fees for cancelled performances

Per ticket sold or printed via Ticketcorner.Light, Ticketcorner's own sales channels or the organiser's sales channel	CHF 5.00
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All prices are exclusive of VAT.

For organisers with special conditions, there may be variations to the fees shown. Special conditions take precedence.

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