

## General Terms of Business

CTS EVENTIM AG & Co. KGaA is not itself the promoter of the events on offer. The latter are organised by the respective promoter, who is also the party that issues the tickets. By purchasing the admission ticket, contractual relationships come into effect solely between the ticket holder (the customer) and the respective promoter concerning attendance at the event. It is possible that those legal relations are governed by the promoter's own terms of business. CTS EVENTIM AG & Co. KGaA sells the tickets on behalf of the respective promoter, in its capacity as broker, unless it itself is explicitly named as the promoter in particular cases. By ordering tickets, the customer commissions CTS EVENTIM AG & Co. KGaA to handle the ticket purchase, including shipping.

### I. Scope

In relations with CTS EVENTIM AG & Co. KGaA, the following General Terms of Business apply to all agreements and placed orders for the supply of tickets.

### II. Conclusion of contract, cancellation

1. An offer to conclude a contract is made by the customer as soon as he or she has clicked on the field 'Buy'. A contract between the customer and the respective partner (promoter) is not concluded until the correct payment details have been entered and the transaction number has been allocated and sent to the customer by CTS EVENTIM AG & Co. KGaA (the 'Ticketing Company').
2. No guarantee is given for the correctness of the data provided on the website of CTS EVENTIM AG & Co. KGaA.
3. CTS EVENTIM AG & Co. KGaA has the right to cancel a customer order for which a transaction number has already been allocated (unilateral right of withdrawal), if the customer acts in breach of specific conditions specified by the promoter or by CTS EVENTIM AG & Co. KGaA, to which reference was made in connection with the ticket presale, or attempts to circumvent such conditions (e.g. acting in breach of limitations on the number of tickets per customer, in breach of document conditions, in particular bans on reselling, attempting to circumvent conditions by registering and using several user profiles, etc.). Notice of cancellation or withdrawal may also be given conclusively by refunding the amounts paid.
4. Sections 346 ff. BGB (German Civil Code) are applicable to the aforementioned right of withdrawal, under exclusion of Section 350 BGB.
5. The contract text will not be saved after conclusion of the contract and is not accessible to the customer.
6. The customer can recognize input errors regarding contact-details and payment-method-selection before submitting his order and correct it at any time. After selecting tickets, the customer can recognize input errors before submitting their order and correct them at any time with the help of the "Change" button.
7. In case of a postponement of an event the respective promoter is entitled to declare tickets valid for the postponed event date for such event. Return of tickets to the promoter or a reverse of the ticket purchase due to such postponement is not possible, except for cases where the customer demonstrates that attendance of the event at the postponed event date is beyond reason for him/her. This paragraph shall not apply if the promoter of an event is to be held responsible for a postponement of the event.
8. The ticket fee included in the ticket price is due as a fee for the successful placement of the ticket immediately upon its sale. In the event of cancellations or rescheduling of events by the organizer or for other reasons, the ticket fee cannot be reimbursed, if there is a claim for reimbursement at all in these cases (see postponements section II No. 7).

### III. Price components and payment methods

1. Ticket prices may be higher than those printed on the tickets. Depending on the event and the ordering method, payment may be made by credit card (Visa, American Express or MasterCard/EuroCard), PayPal, giro pay and/or Sofortüberweisung. The price includes value-added tax at the statutory rate. The total price for the order, including all fees, is payable immediately after conclusion of contract. VISA and MasterCard payments are processed by CTS EVENTIM Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, Netherlands, a subsidiary of CTS EVENTIM AG & Co. KGaA.

2. When ordering on the Internet, service costs could be charged and may vary according to an event. These fees are displayed to customers in the shopping basket when ordering; no further, undisplayed costs are incurred.

#### **IV. No right to cancel**

Consumers do not have a right to cancel in the case of contracts for the provision of accommodation other than for residential purposes, the transport of goods, car rental services, catering, or services relating to leisure activities, where the contract provides for a specific date or period (Section 312g (2) Sentence 1 No. 9 BGB). That means that there is no right to cancel in cases where CTS EVENTIM AG & Co. KGaA offers services in the field of leisure activities, in particular admission tickets for events. Any order for tickets is therefore binding on the consumer once the order has been confirmed by CTS EVENTIM AG & Co. KGaA in accordance with Section II. 1 above, which means that the consumer has an obligation to accept and pay for the tickets ordered.

#### **V. Limitations on liability, exclusion of withdrawal in the case of certain breaches of obligations**

1. CTS EVENTIM AG & Co. KGaA bears unlimited liability under the Product Liability Act for damages caused wilfully or through gross negligence, for malicious non-disclosure of defects, and for damages resulting from personal injury to life, body or health. Liability for damages resulting from a breach of guarantee is similarly unlimited.
2. In the event of a material breach of contract due to ordinary negligence, the liability to be borne by CTS EVENTIM AG & Co. KGaA is limited to the reasonably foreseeable damages typically associated with this kind of contract.
3. With the exception of the cases specified in clauses 1 and 2 above, CTS EVENTIM AG & Co. KGaA shall not accept liability for any damage caused by ordinary negligence.
4. The customer has no right to cancel the contract on account of a breach of obligation for which the promoter or CTS EVENTIM AG & Co. KGaA bears no responsibility, or which does not pertain to a defect in the object of sale.
5. If the liability of CTS EVENTIM AG & Co. KGaA is excluded or limited by the clauses above, this shall apply also to the liability of its vicarious agents.

#### **VI. Final provisions**

1. The laws of Germany shall govern exclusively. Regardless of the above provision on choice of governing law, consumers who are normally resident in a country other than the Federal Republic of Germany may always invoke the laws of the state in which they are resident.
2. The sole place of performance for supply, performance and payment is Bremen, unless the customer is an entrepreneur within the meaning of Section 14 BGB.
3. If the customer is a business person, the sole place of national (and international) jurisdiction for all disputes arising directly or indirectly from the contract is Bremen, Germany. In the case of cross-border agreements, the same venue shall apply to persons who are not business persons under German law. CTS EVENTIM AG & Co. KGaA reserves the right to invoke any other internationally competent court.
4. As from 15 February 2016 the European Commission provides [here](#) an European Online Dispute Resolution platform. Our email address is [info@eventim-light.com](mailto:info@eventim-light.com).
5. CTS EVENTIM AG & Co. KGaA does neither commit itself nor is obliged to use alternative dispute resolution entities to resolve disputes with consumers.

Date: 14.03.2018