

Terms of Use for the 'EVENTIM.Light' portal operated by CTS EVENTIM AG & Co. KGaA (hereinafter EVENTIM')

The EVENTIM.Light product is aimed at promoters (hereinafter 'Partners'), to provide them the option of managing events in a simple browser-based manner, using a simplified user interface and a reduced set of functions, without requiring special training, and to sell tickets to final customers, inter alia via the online shop provided by EVENTIM.

I. Registration, conclusion of contract

1. Registration for EVENTIM.Light is done by completing the online form provided for that purpose. The data that the Partner is required to enter when registering for the service must be true and complete. By accepting these Terms of Use during the registration process, the Partner is making EVENTIM an offer to conclude a contract for the use of EVENTIM.Light (also referred to, collectively with any supplementary agreements, as the 'Contract').
2. Once registration has been completed, there is an opportunity to test the functions of EVENTIM.Light. The Partner can create and administer their own events for that purpose but cannot release them for sale yet until the Contract has been concluded.
3. The Contract is concluded when EVENTIM has sent the confirmation email. EVENTIM is free to accept the offer of contract or to reject it. The Partner consents to EVENTIM obtaining information on their credit rating, and/or a credit report on them from the Schufa agency, before accepting the offer.
4. Once a Contract has been concluded in accordance with clause I.3 above, the Partner has the right to use all the functions of EVENTIM.Light. If the offer is rejected, EVENTIM has the right to delete the data provided by the Partner on registration.
5. Contracts are only concluded with entrepreneurs within the meaning of Section 14 BGB (German Civil Code). By accepting these Terms of Use, the Partner confirms their status as entrepreneur.

II. Use of EVENTIM.Light

1. If EVENTIM grants the Partner the option of letting several users access EVENTIM.Light simultaneously, each of said users shall have the same rights in full. Any use of EVENTIM.Light by authorised users, and any data entered and statements made in the process shall be deemed to be entered and made by the Partner. The Partner must therefore ensure that all accesses are used only by themselves or by third parties authorised by them (e.g. employees).
2. The Partner shall also ensure that chosen logon data and passwords comply with standard security requirements and shall not disclose them to any unauthorised third parties. The Partner shall notify EVENTIM immediately if there is any knowledge or suspicion that logon data or passwords are being misused. In such a case, EVENTIM has the right to block all accesses to EVENTIM.Light until such time as the circumstances have been clarified and misuse has been stopped. The Partner bears liability for any misuse of access to EVENTIM.Light for which the Partner is responsible.
3. The Partner shall provide and maintain the technical requirements for accessing EVENTIM.Light, in particular the hardware and operating system software, the connection to the Internet and the current browser software. The Partner shall also take the necessary precautions to protect their systems, in particular to use the customary browser security settings and to deploy anti-malware protection mechanisms that are kept up-to-date.

III. Services to be provided by EVENTIM

1. EVENTIM enables the Partner to sell admission tickets (also referred to hereinafter as 'tickets') for their own events using the EVENTIM.Light online shop and, as an optional extra, via EVENTIM's proprietary sales channels (Ticket Hotline, online shops such as eventim.de) and via numerous ticket offices connected to the EVENTIM network throughout Germany and in other European countries. Connecting the ticket offices authorised to sell such tickets is at the discretion of EVENTIM. The Partner is not permitted to enter and manage events in EVENTIM.Light on behalf of other Partners unless a separate supplementary agreement to that effect has been concluded with EVENTIM.
2. EVENTIM also offers selected Partners the option of using a web application to sell tickets independently, for example in their own ticket offices or as a box office on the day of the event (hereinafter 'Box Office'). The Box Office option is activated at the discretion of EVENTIM, and EVENTIM reserves the right to revoke such activation at any time.
3. For the term of this Contract, EVENTIM grants the Partner a simple and non-transferable right to use EVENTIM.Light. EVENTIM reserves the right to modify or adapt EVENTIM.Light to the state of the art, to make

changes to optimise it, in particular to improve its user-friendliness, and to make changes relating to content. EVENTIM shall notify the Partner about any material changes.

4. The average availability of EVENTIM.Light is 96% p.a.; maintenance and installation work are not included when calculating availability. Data transmission problems attributable to third-party disruptions beyond the control of EVENTIM shall be ignored when calculating the actual availability.
5. EVENTIM enables the Partner to use the services of third parties (hereinafter referred to as 'Service Providers') within their password-protected access area, for example by selecting checkboxes, e.g. for event marketing or similar. Unless expressly indicated otherwise, these are not services provided by EVENTIM, but by the respective Service Provider (mediated by EVENTIM), and a legal relationship is established exclusively between the Partner and the Service Provider. Separate terms and conditions may apply to this legal relationship, which will be indicated upon conclusion of the contract (e.g. by means of a link).

IV. Duties of the Partner to assist

1. The Partner shall sell tickets via EVENTIM.Light for the events organised by them and – if they choose the additional sales channel – via EVENTIM's proprietary sales channels and the ticket offices connected to the EVENTIM network, and they shall integrate the EVENTIM.Light online shop provided by EVENTIM on their own website and use said online shop to sell tickets online. The maximum size per event is 1,900 tickets. It is not permitted to sell vouchers, merchandise products or tickets for events that are organised by third parties.
2. The data required for ticket sales are entered by the Partner himself using EVENTIM.Light. EVENTIM supports the Partner in that process by providing an appropriate user support service (email, reachable during the normal business hours of EVENTIM). The Partner bears responsibility for all details entered by him into EVENTIM.Light, also and in particular for the titles of events, for visual material and for advertising copy. The Partner shall indemnify EVENTIM entirely with respect to any third-party claims asserted because of input they has entered in the system (including any legal defence costs that EVENTIM may incur).
3. The Partner shall ensure that only events which fulfil the requirements specified in clause 1 above may be entered into and sold via EVENTIM.Light. If those requirements are not met, EVENTIM shall calculate the terms in accordance with the currently applicable price list (which EVENTIM shall provide the Partner with at any time on request); this is without prejudice to the right to terminate without notice for good cause pursuant to clause XIV.2 below.
4. The Partner has the option of providing logos and other image material (e.g. of artists, groups, actors, etc., and referred to collectively hereinafter as 'Image Material') to advertise their event in the EVENTIM.Light online shop and/or via EVENTIM's proprietary sales channels and/or for ticketdirect (see Section V below). The Partner grants EVENTIM, for an unlimited period of time, the right to use such Image Material free of charge to advertise ticket pre-sales in all communication channels, for example in booklets, on posters, advertisements and other advertising media, as well as on the Internet (e.g. eventim.de), including on social media such as Facebook, and to grant equivalent rights to sales partners of EVENTIM (e.g. ticket offices, partner shops). The Partner is aware and accepts that the availability of Image Material or other protected content on the Internet and in particular on social media may result in further propagation by third parties, for example by copying or sharing content. EVENTIM generally has no control over such further propagation and will not accept any liability whatsoever for the type, scope and/or legal conformity thereof. This granting of rights also includes the right to any processing of the Image Material that may be necessary in order to adapt it to the respective use (e.g. cutting to size, editing and displaying in landscape or portrait format, confinement to a detail of an image, etc.). The Partner guarantees that the Image Material is compliant with the law (incl. naming of source or author), and that he is authorised to grant the aforementioned rights, and shall indemnify EVENTIM entirely with respect to any third-party claims asserted against EVENTIM and/or sales partners of EVENTIM due to use of the Image Material (including any legal defence costs that may be incurred by said parties); the above is without prejudice to any further rights and claims of EVENTIM and/or sales partners of EVENTIM. EVENTIM has the right to remove the Partner's Image Material if third parties credibly assert that their rights are infringed by such use, or if any other good cause exists.
5. The Partner shall provide EVENTIM with the data required for legal notes within the meaning of Section 5 of the German Digital Services Act (Digitale-Dienste-Gesetz) in order to operate the EVENTIM.Light online shop and shall guarantee the correctness and completeness of said data.

V. Ticketdirect and Mobile Ticket, EVENTIM ticket material

1. Tickets sold via the EVENTIM.Light online shop are provided to the buyer exclusively as 'ticketdirect' and/or in the form of mobile tickets (also referred to collectively hereinafter as 'Electronic Tickets'). After accepting any terms of use, the ticket buyer receives an Electronic Ticket either on their mobile device (Mobile Ticket, with QR code) or as a PDF file to be printed out (ticketdirect). There is no additional mailing of tickets. The ticketdirect bears the first name and surname of buyer (and is identical on all the tickets included in an order). This does not mean that the ticketdirect is personalised.
2. Payment for ticketdirect and Mobile Ticket is currently possible by credit card, PayPal, Apple Pay, Google Pay,

or Klarna. EVENTIM reserves the right to offer and/or discontinue other payment methods in the future.

3. The Partner authorises EVENTIM to issue and to sell Electronic Tickets for their events on their behalf and for their account and shall accept Electronic Tickets as admission rights.
4. The Partner is free to decide whether and in which form they conduct admission control of Electronic Tickets at the venue. Unless expressly agreed otherwise, EVENTIM has no obligations in this respect. EVENTIM expressly recommends that the Partner checks, identifies and voids Electronic Tickets at the venue using a suitable barcode reader, in order to prevent any misuse, for example in the case of ticketdirect by presenting multiple printouts or copies. The costs for conducting suitable access control measures are borne by the Partner.
5. If the tickets are sold via the web shops operated by EVENTIM (e.g. eventim.de), including the respective partner shops, or via ticket offices connected to the EVENTIM network, there is also the option to have printed tickets sent by post, in addition to Electronic Tickets. The ticket material provided by EVENTIM shall then be used. For such tickets, the Partner shall grant EVENTIM the right to print replacement tickets in justified cases of loss through no fault of EVENTIM or the ticket buyer, or if tickets are damaged or destroyed. The replacement ticket may also be provided in the form of an Electronic Ticket.

VI. EVENTIM.Access Scan App

1. EVENTIM.Access Scan app is a software-based access control solution for admission tickets generated using the EVENTIM system. It is suitable for mobile use at indoor and outdoor events and venues. It is not possible to check admission tickets issued by third-party systems.
2. The mobile device deployed by the Partner must have at least one properly functioning and operational autofocus camera with LED flash. The additional requirements for the mobile device and operating system used by the Partner are set out in the user documentation or similar instructions for use of EVENTIM.Access provided by EVENTIM.
3. The Partner downloads the EVENTIM.Access Scan app from the respective App Stores and installs it. The Partner shall ensure that the technical and other requirements for the operational readiness of the EVENTIM.Access Scan app are met in good time before downloading the app. EVENTIM bears no responsibility for the interoperability of the EVENTIM.Access Scan app with other devices or programs when establishing such operational readiness, unless the Parties agree in writing on a different arrangement for the specific case.
Further prerequisite for using the EVENTIM.Access Scan app is that the Partner and also the respective end-user of the EVENTIM.Access Scan app complies with the Standard Terms of Business for the EVENTIM.Access Scan app, which must be accepted when downloading the app from the respective App Store.
4. In order to prepare the EVENTIM.Access Scan app for access control, the Partner is provided on the respective event detail page in EVENTIM.Light with QR codes for downloading. Initial configuration of the access control hardware is performed by scanning in these QR codes. The Partner bears responsibility for disclosing these QR codes, in the form of the PDF document provided, to third parties (e.g. to access control personnel).
5. The EVENTIM.Access Scan app can be deployed for access control at events, provided that the following requirements are met:
 - The admission tickets to be checked are from an online shop provided by EVENTIM, and/or from the EVENTIM network and/or from the Box Office.
 - The event is a current event.
6. A suitably fast Internet connection is needed for synchronous online use of the EVENTIM.Access Scan app (at least ADSL 10Mbit/1Mbit, WiFi signal-to-noise ratio of 30 dB at the admission point). When 'Only Online' use of the app is made, the EVENTIM.Access Scan app on the mobile terminals regularly synchronises itself via a predefined and installed WiFi access point, or via the cellphone network with the data on the server for the respectively activated event, said data being constantly updated via the online connection. This means that sales do not have to be stopped during online use, and that tickets can also be sold during the admission phase. When the app is used offline in 'Locally first' mode, there is no need for a data link during the admission phase. EVENTIM expressly draws attention to the fact that, after synchronisation and once the admission phase begins, it is only possible to scan admission tickets which are known to the EVENTIM.Access Scan app following synchronisation. Any admission tickets or ticket cancellations produced after that cannot be verified unless the EVENTIM.Access Scan app is resynchronised. To ensure that the app works smoothly, EVENTIM recommends initial synchronisation between the servers and the EVENTIM.Access Scan app at least two hours before admission begins, in addition to establishing the data link, the avoidance of other apps being used during the admission phase, and that the batteries of the terminal devices are fully charged well in advance. EVENTIM draws attention to the fact that the terminal devices do not communicate with each other directly either in online or offline mode, and that data are therefore exchanged with the EVENTIM.Access Scan app server only via a WiFi network, which must be provided, and/or via an online cellphone network and its infrastructure components. If this data exchange capability is not provided, this can result in admission tickets being used more than once on different devices when several terminals are used.

7. The hardware required to use the EVENTIM.Access Scan app must be provided by the Partner at their own expense and under their own responsibility.
8. No separate charges are made by EVENTIM for providing the EVENTIM.Access Scan app.
9. The availability of the Access Control Server is generally 99% p.a. routine maintenance work and unscheduled maintenance work shall be excluded from the calculation of availability. Unscheduled maintenance work is any work that is necessary and can be carried out in order to maintain the functionality and/or stability of the EVENTIM systems.
10. Updates for the EVENTIM.Access Scan app are provided via the respective App Stores and must be installed immediately by the Partner or end user.
11. EVENTIM may make changes to the EVENTIM.Access Scan app to maintain or improve the software unless such changes are unreasonable for the Partner. No changes may be made to the EVENTIM.Access Scan app by the Partner. Attachments or extensions for mobile terminal devices (e.g. camera lens kits) are not supported by the EVENTIM.Access Scan app.

VII. Event Disruptions

1. Cancellation, postponement, abandonment, interruption and/or any other disruption of events (hereinafter 'Event Disruption') must be reported to EVENTIM, in text form at least, as soon as knowledge thereof is obtained; the sale of tickets for the respective event must be terminated by the Partner without delay. If the Partner fails to comply with this obligation, EVENTIM shall have the right to terminate the sale of tickets at 24 hours' notice. This right to terminate sales also applies if EVENTIM learns about Event Disruptions through the media or from the venue, for example, and the Partner cannot be reached for a period of more than 24 hours (hereinafter 'Unavailability').

In the event of cancellation, i.e. final cancellation or postponement of an event, or in the event that they cannot be reached, the Partner hereby commissions EVENTIM and the ticket offices to reverse all the respective ticket transactions on behalf of the Partner (cancellation approval). This requires that the event be marked as 'cancelled' by the Partner or by EVENTIM in cases of Unavailability, or, in the case of postponement, that such postponement be indicated by changing the date of the event. When Electronic Ticket transactions are reversed, the respective ticket is cancelled immediately by the system without being returned, and any payments are made exclusively to the final customers who ordered the respective ticket or Electronic Tickets and who are stored in the ticket database. The same procedure applies in other cases where cancellation is necessary (e.g. undeliverable shipments, defaults on payment, gestures of good will, suspicion of fraud).

2. The Partner hereby grants their consent to the sales proceeds at EVENTIM being used for the purpose of transaction reversal once the cancellation of an event has been established, regardless of whether the sales proceeds relate to the respective event or to other events of the Partner. To the extent necessary for complete transaction reversal, the Partner shall immediately provide EVENTIM and the ticket offices with any ticket proceeds paid in advance to the Partner.

VIII. Ticket price, charges

1. The basic ticket price is specified by the Partner. The fees to be calculated on the basis of the basic ticket price are shown in the schedule of fees at the end of these Terms of Use or in the applicable price list. EVENTIM reserves the right to adjust the fees. Individual services performed by EVENTIM shall be billed separately to the Partner as they arise. In such cases, EVENTIM shall issue the Partner a specific offer. EVENTIM has the right to charge ticket buyers additional fees, in particular when tickets are sold via EVENTIM's proprietary ticket sales channels.
2. EVENTIM shall be exclusively entitled to the currently applicable ticket fee which is collected and held in trust by the ticket office when selling the tickets, and to the presale fees when tickets are sold via EVENTIM's proprietary ticket sales channels.
3. All fees are incurred once the respective tickets are booked and are still owed in the case of Event Disruptions and any transaction reversals, unless EVENTIM is solely or principally responsible for the Event Disruption. In the case of transaction reversals, EVENTIM shall also have the right to charge a cancellation fee of EUR 1.50 per ticket.

IX. Collection and accounting

1. Past events for which tickets have been sold via the EVENTIM.Light online shop or via EVENTIM's proprietary ticket sales channels are accounted for by EVENTIM within five working days after the event date has passed and the Partner has set the status of the event in EVENTIM.Light to 'finished'. Ticket proceeds are paid to the Partner after accounting has been completed and is limited to the actual payments made by the ticket buyers or collected from the ticket offices. EVENTIM issues proper statements of account in that regard.

2. From the proceeds collected, EVENTIM firstly deducts the fees to which it is entitled according to the applicable price list, and the remaining amount is passed on to the Partner. EVENTIM also has the right to set-off any other amounts owed by the Partner against the remaining amount within the meaning of the first sentence in this clause. The Partner shall refund any overpaid amounts (e.g. credit card or other chargebacks after payment has been made) to EVENTIM.
3. The proceeds from the Box Office are received by the promoter themselves. The fees payable in each case to EVENTIM are billed to the Partner by EVENTIM when the event has taken place and after the status of the event has been changed to 'finished'. These fees are debited from the Partner's bank account by EVENTIM. The Partner shall issue EVENTIM a SEPA direct debit mandate for that purpose.
4. EVENTIM has the right to transmit statements of account to the Partner by electronic means; the Partner hereby grants their consent thereto and may notify EVENTIM in writing of a specific email address to be used for that purpose.
5. Any objections to the statements of account issued by EVENTIM shall be lodged by the Partner in writing and without delay, but no later than two weeks after receipt of the statement of account.
6. The assignment of claims against EVENTIM on the part of the Partner requires the prior consent of EVENTIM in text form.

X. Advertising

When advertising their events, the Partner shall clearly indicate the link to the EVENTIM network on all advertising materials (posters, print advertisements, etc.) relating to events sold through EVENTIM.Light and the EVENTIM network, using the current corporate identity of EVENTIM, if they use the option to sell their events via EVENTIM's proprietary ticket sales channels (cf. clause III.1 above). EVENTIM shall provide the Partner with the usual printer's template for this purpose, downloadable under www.eventim.de/logos and www.eventim.de/plakatguide. The Partner shall apply these logos to all advertising materials, where reasonable. The Partner shall ensure that the design of the notices and advertisements are legally correct and in particular shall arrange for any fee references required under competition law in respect of chargeable telephone numbers, etc. to be made.

XI. Use of data

1. With regard to the collection and use of personal data of EVENTIM.Light users, the Partner and EVENTIM act as joint controllers within the meaning of the data protection regulations. This does not include 'personal usage data' (e.g. cookie data, website analysis), in respect of which EVENTIM is the sole responsible authority. EVENTIM is the sole service provider within the meaning of the German Digital Services Act.
2. The Parties hereby specify, by mutual agreement, the purposes of collecting and using said data: EVENTIM uses the customer data generated via the EVENTIM.Light online shop provided to the Partner in order to handle the order and for all communication relating thereto, including the sending of newsletters, sending an information email prior to the event, sending an email asking the customer to rate the event, and for sending an information email when events are held which are identical or similar to the one for which the customer purchased a ticket. The Partner uses the customer data generated by EVENTIM.Light for conducting the event, for sending newsletters and for sending an information email when events are held which are identical or similar to the one for which the customer purchased a ticket. When using the data for sending newsletters and other promotional emails, as permitted by the above, the Parties confine themselves to advertising similar goods or services of their own and shall comply with the other restrictions pursuant to Section 7 (3) of the law against unfair competition (UWG), unless the customers have validly consented to such further data processing. Details of data usage can be found in the privacy policy, in which the Parties inform the users of EVENTIM.Light about how their data are used. If one Party collects or would like to use customer data, beyond those provided to the Partner via the EVENTIM.Light online shop, for purposes beyond those specified in the privacy policy, this is permissible only with the consent of the respective other Party and subject to the provision that the privacy policy has been adapted accordingly and that the intended use of data is permissible under data protection law. The respective other Party shall refuse its consent only for objective reasons, e.g. if it has reason to believe that the intended use of data is in breach of the applicable data protection laws.
3. The Partner may download the customer data generated by EVENTIM.Light and jointly specified by the Parties via a link in EVENTIM.Light. They may download and process said data only to the extent permissible under data protection law, and only in compliance with this Contract and the privacy policy. If the Partner uses customer data in breach of this Contract or the privacy policy, and if EVENTIM is sued in that regard by a third party, the Partner shall, when first requested, hold EVENTIM free from any third-party claims (including any legal defence costs that may be incurred by EVENTIM).
4. The Partner may specify of their own accord, as part of their event administration, whether the tickets for the respective event are to be sold exclusively via EVENTIM.Light, or also via the sales channels referred to in clause III.1. If and insofar as the Partner specifies, when administering an event, that tickets are also to be sold via the EVENTIM network and via the EVENTIM ticket shops, EVENTIM alone is responsible regarding the

collection and use of the customer data generated via the EVENTIM network and in particular the ticket shops. The Partner has no claim against EVENTIM to the transmission of such customer data.

5. The Parties shall jointly ensure that the obligations to provide information pursuant to Articles 13 and 14 GDPR are honoured, by applying the joint privacy policy and by informing the data subjects in accordance with the statutory requirements, in particular by integrating such information in the online shop. EVENTIM shall function as a central point of contact for data subjects and shall receive and process any requests from data subjects, within the meaning of Chapter III GDPR, also if the requests relate to the processing of customer data by the Partner; the Partner shall provide EVENTIM the necessary information without delay. Should a data subject approach the Partner with such a request, the Partner shall immediately forward the request to EVENTIM. EVENTIM is also responsible for providing data subjects on request with the essential content of the provisions in this agreement on joint responsibility, in accordance with Article 26 (2) Sentence 2 GDPR. If a customer exercises their right to object, under Article 21 GDPR, to the sending of direct advertising, or revokes consent granted in that regard, the respective Party shall ensure that said request is implemented immediately; in the case of advertising sent by email, for example, this is done by including the person's name in an advertising blocking list.
6. Both Parties shall reciprocally inform each other in full and without delay if any errors or irregularities are discovered, or if any breaches of provisions in this Agreement or of the applicable data protection laws (including the GDPR) are established, insofar as they relate to jointly responsible data processing. Both Parties shall appoint an expert and reliable data protection officer in accordance with Article 37 GDPR, if and as long as they are required by law to appoint such an officer. The Parties shall ensure that all persons in their respective spheres of control who are involved in data processing are committed in writing to maintain confidentiality in respect of the customer data. The Parties shall include the processing of customer data in their respective lists of processing activities pursuant to Article 30 (1) GDPR. Apart from that, the Parties shall provide each other with mutual support in fulfilling their duties under data protection law in respect of the customer data, for example by giving the respective other Party, on request, any information that may be needed regarding their processing of customer data and the data protection measures implemented in that respect.
7. The Parties ensure the security of the generated customer data and shall comply with the applicable statutory stipulations concerning the security of customer data processing when performing such processing. They shall implement any measures, within their respective spheres of responsibility, that may be required under Article 32 GDPR.
8. EVENTIM is responsible for checking and fulfilling any existing notification obligations to the competent supervisory authority pursuant to Article 33 GDPR or to data subjects pursuant to Article 34 GDPR, regarding any personal data breach within the meaning of Article 4 No. 12 GDPR ('breach of security'). Any notification shall be made for and on behalf of both Parties as joint controllers. Each party shall immediately report any breach of security it discovers to the respective other Party and shall provide assistance in any notification under Articles 33, 34 GDPR and in clarifying and eliminating data breaches, as far as necessary and reasonable, in particular to provide without delay any information which may be relevant in that context. Before notification is submitted, the Parties shall confer and reach mutual agreement on further procedure.
9. The Parties shall immediately notify the respective other Party if a supervisory authority for data protection approaches them in connection with this Agreement, the partnership or the data processing. The Parties are agreed that any demands made by competent supervisory authorities for data protection must be complied with as a matter of principle, in particular that any information requested be provided and that opportunities be granted to conduct inspections (also locally). The Parties shall grant the competent data protection supervisory authorities the necessary rights of access, information and inspection in that regard. As far as possible, the Parties shall coordinate their approach by mutual agreement before complying with any requests from competent supervisory authorities and/or before information in connection with this Agreement, the partnership or the data processing is surrendered to competent supervisory authorities.

XII. Liability and indemnification

1. EVENTIM bears no liability for disruptions or damages of whatever kind that may be caused by circumstances beyond its control, which it could not foresee and prevent by exercising due diligence, such as power failure, line failures, strike, etc. This exclusion of liability does not apply in cases where EVENTIM acts in a wilful or grossly negligent manner.
2. EVENTIM bears no liability for damages for which external ticket offices and/or service providers within the meaning of Section III, Clause 5 are responsible, and accepts no responsibility for handling any legal relationships between the Partner and its authorised agents, on the one hand, and external ticket offices, on the other. This exclusion of liability does not apply in cases where EVENTIM acts in a wilful or grossly negligent manner.
3. These Terms of Use do not limit any liability on the part of EVENTIM towards the Partner for damages caused wilfully or by gross negligence, for personal injury to life, body or health, or under the Product Liability Act.
4. For the rest, EVENTIM bears no liability for damage caused by simple negligence. This exclusion of liability shall not apply if EVENTIM, due to simple negligence, causes personal injury to life, body or health, or acts in

material breach of contract. In the event of a material breach of contract due to simple negligence only, the liability to be borne by EVENTIM shall be limited to the reasonably foreseeable damages typically associated with this kind of contract. A material breach of contract is a breach of any contractual obligation whose fulfilment is essential in order for the contract to be properly implemented.

5. If the liability of EVENTIM is excluded or limited, this shall apply also to the liability of EVENTIM for its statutory representatives, vicarious agents and their personal liability.
6. Any claims on the part of the Partner against EVENTIM shall be barred by limitation one year after the Partner has obtained knowledge of the respective claim, unless it is based on a wilful or grossly negligent breach of duties, or on personal injury to life, body or health.
7. No contractual relationship ensues between EVENTIM and ticket buyers with regard to the actual staging of events. The Partner warrants that, when conducting the event and in all other respects, they will comply with all applicable laws and in particular that it will offer only products or services that comply with applicable EU laws. The Partner shall indemnify EVENTIM with respect to any claims asserted against EVENTIM by ticket buyers or other third parties due to Event Disruptions in connection with an event organised by the Partner, or due to other breaches of the above representation.

XIII. Confidentiality

1. Confidential Information is all information that is designated as such by EVENTIM or whose confidentiality ensues from its nature and/or the circumstances of its disclosure and include in particular, but not exclusively, business and trade secrets, information about the EVENTIM network and the EVENTIM system, fees and pricing, and any other agreements concluded by and between the Partner and EVENTIM.

2. The Partner shall use EVENTIM's Confidential Information solely for the purpose of implementing this Contract and shall not disclosure such Confidential Information to third parties without the express consent of EVENTIM. The duty to maintain confidentiality shall not apply to Confidential Information which (i) is or becomes generally known (ii) is provided to the Partner by third parties without a breach of confidentiality (iii) was developed provably without recourse to Confidential Information by the Partner themselves or (iv) was already known lawfully to the obligated Party without any duty to maintain confidentiality or (v) must be disclosed on the basis of a binding order issued by a government authority or judge, or due to mandatory statutory regulations, provided that EVENTIM, as far as legally possible, was informed in writing of the disclosure beforehand and in good time.

3. The duty to maintain confidentiality ends three (3) years after the Contract has ended, or after Confidential Information has last been provided by EVENTIM, whichever occurs later.

XIV. Applicability, term and termination

1. This Contract may be terminated by either Party by giving four weeks' notice to the end of a month, in text form at least. The date on which notice of termination is received by the respective other Party is the criterion for timely termination.
2. Both Parties have the right to terminate the Contract without notice for good cause. If good cause for termination consists in a breach of material obligations by the other Partner, termination is not permissible until a reasonable period for remedy has expired, or until a warning has been issued to no avail. If the Contract is terminated by EVENTIM without notice, EVENTIM has the right to deactivate the Partner at the latter's expense and to block their events immediately for any sales via EVENTIM.Light and the EVENTIM system.
3. The Partner acknowledges that, for contracts with service providers within the meaning of Section III, Clause 5, different conditions and deadlines for contract termination may apply and that, therefore, the simultaneous termination of this contract and any contracts with service providers cannot be guaranteed.

XV. Procedure when the Contract ends

1. If presales for an event have not yet begun when the Contract ends, EVENTIM has the right to refuse any presales via the sales channels referred to in this Contract.
2. If presales have already begun when the Contract ends, EVENTIM has the right to discontinue such presales with immediate effect.

XVI. Final provisions

1. EVENTIM has the right to amend these Terms of Use, following due notification, with effect for the entire future business relationship with the Partner. An amendment is deemed approved unless the Partner lodges an objection, in text form at least, within one month of being notified of the amendment. EVENTIM shall draw the Partner's attention to this consequence when giving notification of the amendment.
2. The Partner is not permitted to set off any amounts against those owed to EVENTIM, unless such counter-claims are acknowledged, or have been established as final by a court of law. The same applies to any exercise

of retention rights.

3. EVENTIM has the right to assign the Contract, with all rights and obligations, to a different company, in particular to an operating company. That other company must be capable of fulfilling the contractual obligations properly over the entire term of contract. The Partner hereby consents to such assignment. The same right applies to the Partner, and EVENTIM hereby agrees to such assignment, subject to individual checks, in particular on the creditworthiness of the assignee, and provided the following conditions are met:
 1. The Partner must give notification of their intention to assign, state the name, address and any company name of the assignee and, in the case of legal entities, the name of the natural person with power of representation.
 2. The assignee must declare to EVENTIM, in text form and stating the assignment date, that they accept the existing Contract, including all rights and obligations.

Any assignment of the Contract shall be in full, i.e. EVENTIM and the new Partner shall be liable to each other for rights and obligations arising from the Contract, regardless of the date on which they ensue; in particular, EVENTIM has the right to make payments to the new Partner with discharging effect. In addition to the assignee, the assigning Partner shall bear liability for any debts and liabilities arising before the assignment until such time as they have been settled, even after the Contract has been assigned.

4. No verbal side-agreements have been made. To obtain effect, any amendments or additions to the Contract must be in text form at least. The same principle applies if this requirement of text form is amended.
5. Should any provisions of the Contract be wholly or partially invalid, this shall not affect the validity of the remainder of the Contract. The invalid provision shall then be replaced by an arrangement that comes closest to the commercial objective of the invalid provision; if this is not possible, the law shall apply.
6. The Contract is governed exclusively by the laws of Germany, under exclusion of the UN conventions relating to the international sale of goods (CISG) and other provisions relating to the collision of laws. The sole place of performance for supply, performance and payment is Hamburg.
7. The sole place of (national or international) jurisdiction for any disputes arising directly or indirectly from the Contract is Hamburg.

Overview of fees for events first publicised as from 15.01.2022

Ticket-based fees charged to the ticket buyer (using the EVENTIM.Light Online shop and/or the Box Office module)

Standard price Ticket fee for events first publicised as from 11.09.2019, with a basic price of up to € 6.99 (per reserved ticket)	3.5%* of basic price + € 0.49* (* incl. VAT)
Standard price Ticket fee for events first publicised as from 11.09.2019, with a basic price from € 7.00 (per reserved ticket)	3.5%* of basic price + € 0.99* (* incl. VAT)

Optional: Additional fee charged to ticket buyer using EVENTIM.Netzwerk

Ticket fee for pre-sales via EVENTIM.Netzwerk (per reserved ticket)	10%* of basic price (* incl. VAT)
Online reservation fee (per reserved ticket)	€ 0.00 – € 2.50 (incl. VAT), depending on basic price
Online service and delivery charges (per order)	up to € 5.90 (incl. VAT), depending on type of delivery, for standard delivery in Germany (higher delivery charges may apply for delivery abroad or by express)

Overview of fees for events first publicised as from 11.09.2019

Ticket-based fees charged to the ticket buyer (using the EVENTIM.Light Online shop and/or the Box Office module)

Standard price Ticket fee for events first publicised as from 11.09.2019, with a basic price of up to € 6.99 (per reserved ticket)	3.5%* of basic price + € 0.49* (* incl. VAT)
Standard price Ticket fee for events first publicised as from 11.09.2019, with a basic price from € 7.00 (per reserved ticket)	3.5%* of basic price + € 0.99* (* incl. VAT)

Optional: Additional fee charged to ticket buyer using EVENTIM.Netzwerk

Ticket fee for pre-sales via EVENTIM.Netzwerk (per reserved ticket)	10%* of basic price (* incl. VAT)
Online reservation fee (per reserved ticket)	€ 0.00 – € 2.00 (incl. VAT), depending on basic price
Online service and delivery charges (per order)	up to € 5.90 (incl. VAT), depending on type of delivery, for standard delivery in Germany (higher delivery charges may apply for delivery abroad or by express)

Overview of fees as from 01.10.2018

Ticket-based fees charged to the ticket buyer

Standard price Ticket fee for events first publicised as from 01.11.2018 (per reserved ticket)	3.5%* of basic price + € 0.99(* incl. VAT)
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Optional: Additional fee charged to ticket buyer using EVENTIM.Netzwerk

Ticket fee for pre-sales via EVENTIM.Netzwerk (per reserved ticket)	10%* of basic price (* incl. VAT)
Online reservation fee (per reserved ticket)	€ 0.00 – € 2.00 (incl. VAT), depending on basic price
Online service and delivery charges (per order)	up to € 5.90 (incl. VAT), depending on type of delivery, for standard delivery in Germany (higher delivery charges may apply for delivery abroad or by express)

Overview of fees until 30.09.2018

Ticket-based fees charged to the ticket buyer

Standard price Ticket fee for events first publicised as from 01.01.2016 (per reserved ticket)	5%* of basic price (* incl. VAT)
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Service and delivery fees charged on ticket buyer in the promoter's online shop

Online service fee (per order)	€ 1.00 (incl. VAT)
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Optional: Additional fee charged to ticket buyer using EVENTIM.Netzwerk

Ticket fee for pre-sales via EVENTIM.Netzwerk (per reserved ticket)	10%* of basic price (* incl. VAT)
Online reservation fee (per reserved ticket)	€ 0.00 – € 2.00 (incl. VAT), depending on basic price

Online service and delivery charges (per order)	up to € 5.90 (incl. VAT), depending on type of delivery, for standard delivery in Germany (higher delivery charges may apply for delivery abroad or by express)
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Date: 15.09.2025