

## **Terms of Use for the 'billetlugen.Light' portal operated by Billetlugen A/S. (referred to hereinafter as 'Ticket Distributor')**

The billetlugen.Light product is aimed at organizers (referred to hereinafter as '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 admission tickets to final customers, inter alia via a separate online shop provided by Ticket Distributor.

### **1. Registration, conclusion of contract**

1.1 The data that the Partner is required to enter when registering for the service must be true and complete.

1.2. Once registration has been properly completed, it is possible to test the functions of billetlugen.Light. The Partner can create and administer his own events, but cannot release them for sale, before the Ticket Distributor has accepted the registration.

1.3. By accepting these Terms of Use, the Partner is making the Ticket Distributor an offer to conclude a contract for the use billetlugen.Light. Billetlugen is free to accept or reject the offer; notification of the result will be given by email.

1.4. Once a contract has been concluded in accordance with clause 1.3 above, the Partner has the right to use all the functions of billetlugen.Light. If the offer is rejected, Billetlugen has the right to delete the registration data of the Partner.

1.5. Contracts are only concluded with commercial enterprises/businesses (B2B) and in no circumstances may consumers rely on having any contract with Billetlugen under these Terms of Use and use the billetlugen.Light portal. By accepting these Terms of Use, the Partner confirms that it is a commercial enterprise/business.

### **2. Access to billetlugen.Light**

2.1. The Partner shall choose and keep secret logon data and passwords that satisfy the customary security requirements, and shall prevent any unauthorised use by third parties.

2.2. The Partner shall notify Ticket Distributor immediately if there is any knowledge or suspicion that logon data or passwords are being misused. In such a case, Billetlugen has the right to block access to billetlugen.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 billetlugen.Light for which the Partner is responsible.

3. The Partner shall provide and maintain the technical requirements for accessing billetlugen.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 his systems, in particular to use the usual browser security settings and to deploy anti-malware protection mechanisms that are kept up-to-date.

### **3. Services provided by The Ticket Distributor**

3.1. The Ticket Distributor enables the Partner to sell admission tickets for his own events using the billetlugen.Light online shop and, as an optional extra, via Billetlugen's proprietary sales channels such as billetlugen.dk, customer service and outlets. The Ticket Provider reserves the right not to present the event on Billetlugen.dk, if the event according to The Ticket Distributor is not found suitable. In that case the partner can not make any claims against The Ticket Distributor. The Partner is not permitted to enter and manage events in billetlugen.Light on behalf of other Partners unless a separate supplementary agreement to that effect has been concluded with The Ticket Distributor.

3.2. For the term of this contract, The Ticket Distributor grants the Partner a simple and non-transferable, non-exclusive, terminable right to use billetlugen.Light. The Ticket Distributor reserves the right to modify or adapt billetlugen.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. The Ticket Distributor shall notify the Partner about any material changes relating to billetlugen.Light.

3.3. The average availability of billetlugen.Light is 96% p.a. (maintenance and installation work are not included when calculating availability), though Billetlugen offers no guarantees in terms of availability. Data transmission problems attributable to third-party disruptions is ignored when calculating the actual availability.

### **4. Duties of the Partner to assist**

4.1. The Partner shall sell tickets for the events organised by him via billetlugen.Light and – if he chooses the additional sales channel – via Billetlugen's proprietary sales channels connected to the Billetlugen network, and he shall integrate the billetlugen.Light online shop provided by Billetlugen on his own website and use said online shop to sell tickets online.

Tickets may be sold via billetlugen.Light only, provided that the limit of 1900 tickets per event, the maximum size of events, is not exceeded. Tickets may only be sold via billetlugen.Light for events organised by the Partner; it is not permitted to sell products not related to the event.

4.2. The data required for ticket sales are entered by the Partner himself using billetlugen.Light, under his own responsibility. The Ticket Distributor supports the Partner in that process by providing an appropriate user support service (email, reachable during the normal business hours of Billetlugen). The Partner bears responsibility for all details entered by him into billetlugen.Light, also and in particular for the titles of events, for visual material and for advertising copy. He shall hold The Ticket Distributor entirely free from any third-party claims asserted because of input he has entered in the system (including any legal defence costs that The Ticket Distributor may incur).

4.3. The Partner grants Billetlugen, for an unlimited period of time, the right to use logos and image material (e.g. of the artists, groups, actors, etc.) free of charge for advertising 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. billetlugen.dk), and to grant equivalent rights to sales partners of Billetlugen (e.g. ticket offices, partner shops). This granting of rights also includes the right to any processing of the 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 hold Billetlugen entirely free from any third-party claims asserted against Billetlugen and/or sales partners of Billetlugen due to use of the aforementioned materials (including any legal defence costs that may be incurred by said parties); the above is without prejudice to any further rights and claims of Billetlugen and/or sales partners of Billetlugen. Billetlugen has the right to remove materials used by the Partner, if third parties credibly assert that their rights are infringed by such use, or if any other good cause exists.

## 5. Ticket and payment methods

5.1. Tickets sold via the Partners billetlugen.Light shop can be delivered as print@home tickets. If the ticket is sold through Billetlugen.dk it is also possible to choose postal delivery or mobile ticket as delivery method.

- Print@home tickets are sent as a link to a pdf in your purchase receipt. Ticket buyers can choose to print this or view it on their phone. The Print@home ticket contains the first and last name of the ordering party including the barcode.

5.2 Payment methods:

It is possible for ticket buyers to pay by Mastercard, Visa or Mobilepay. Billetlugen reserves the right to offer other payment methods in the future.

5.3 The Partner authorizes the ticket Distributor to issue and sell print@home and mobile tickets for the Partner's events on behalf of the Partner and for the Partner's account and shall accept such tickets as granting the holder access rights to the event in question and any associated services, such as the programs, dinner and more.

5.4 The Partner has the right to decide in which form he or she performs on-site access control regarding e-tickets and/or mobile tickets. The ticket Distributor has no obligations in this respect. The ticket Distributor expressly recommends that the Partner verify, identify, and cancel e-tickets and/or mobile tickets on site using an appropriate barcode reader to prevent possible misuse, e.g. in the case of e-ticket viewing multiple printouts or copies. The ticket Distributor offers a free electronic access control system specifically adapted to e-tickets and/or mobile tickets, namely EVENTIM.Access.

## 6. EVENTIM.Access Scan App

6.1. The Eventim.Access Scan-App is used to validate tickets issued through Billetlugen.Light. It is not possible to validate tickets issued by third party systems.

6.2. The Scan-App is available for iPhone (minimum iOS v. 11) and Android (minimum Android v. 8). Regardless of device type, at least one working camera with autofocus and LED flash is required.

6.3. The Partner downloads the Eventim.Access Scan-App from the App Store or Google Play. It is the Partner's responsibility that technical and other reliability requirements for the EVENTIM.Access Scan-App are met.

6.4. To log in to the EVENTIM.Access Scan-App, the Partner downloads QR codes from the relevant event page in Billetlugen.Light or under the 'Access Control' tab. Each device to be used for ticket validation must use its own QR code to log in.

6.5. The EVENTIM.Access Scan-App cannot be used for ticket validation for events that have a status of "Blocked" or "Cancelled".

6.6. To ensure synchronization of ticket data, a constantly active internet connection is required to use the Eventim.Access Scan-App.

6.7. The devices to be used for ticket validation with the Eventim.Access Scan-App must be provided by the Partner at its own expense and risk.

6.8. Eventim does not charge a separate fee for the use of the Eventim.Access Scan-App.

6.9. The availability of the access control server is 99.9% per year (routine maintenance and unscheduled maintenance work are however ignored when calculating availability), although Eventim does not provide any guarantees on availability. Unscheduled maintenance is work that is necessary and can be performed to maintain the functionality and/or stability of the Ticketing Systems.

6.10. Updates to the Eventim.Access Scan-App are provided via the App Store or Google Play and must be installed immediately by the Partner and the end user.

6.11. Eventim may make changes to the Eventim.Access Scan-App to maintain or improve the software. The Partner shall not make any changes to the Eventim.Access Scan-App. Accessories or extensions for mobile terminal devices (e.g. external camera lenses) are not supported by the Eventim.Access Scan-App.

## **7. Cancellation/postponement of an event**

7.1. If an event does not take place, The ticket Distributor must be informed immediately in writing as soon as knowledge thereof is obtained; sales of tickets for the event must be stopped immediately.

7.2. If one of his events is cancelled or postponed, the Partner hereby grants cancellation approval to The Ticket Provider for all tickets issued for that event, by changing the status of the event to 'cancelled'. The customers are entitled to a refund from the Event Organizer of the ticket price itself, but other services will not be refunded, e.g., order fees, ticket fees, delivery costs or payments for other associated goods and services. The respective print@home and/or Mobile Ticket is cancelled directly within the system, the right of access is deleted, and the ticket thus voided by the system. The same procedure applies whenever cancellation is necessary in other cases (e.g. cancellation or postponement of the event, undeliverable shipments, defaults on payment, gestures of good will). The ticket price is refunded only to the person who ordered the respective ticket.

7.3. The Partner hereby grants his consent to the sales proceeds at The Ticket Distributor being used for refunds to ticket buyers once it is established that an event has been cancelled. If necessary, the Partner shall immediately provide The Ticket Distributor and the ticket offices with any ticket proceeds that may be needed for that purpose.

7.4 If The Ticket Distributor, regardless of the cause, for example in case of non-performance and/or changing an event, shall assist the Organizer with cancellation/refund to the Ticket Buyers, The Ticket Distributor charges the Organizer a system fee of DKK 5 excl. VAT per ticket.

7.5 The Ticket Distributor shall only make refunds if any settled ticket turnover is returned from the Partner to The Ticket Distributor, so that The Ticket Distributor has full cover for the refunds.

## **8. Ticket price, charges**

8.1. The basic price of the tickets is specified by the Partner. The Ticket Distributor has the right to charge additional fees payable by the ticket buyer. The Ticket Distributor reserves the right to adjust the fees once a year.

Individual services performed by The Ticket Distributor shall be invoiced separately to the Partner as they arise. In such cases, The Ticket Distributor shall issue the Partner a specific offer.

8.2. The Ticket Distributor has exclusive right to the currently applicable ticket fee, which is collected when selling tickets in the box office. The Ticket Distributor collect a fee per ticket when the tickets are sold through the Partners online shop. If the tickets are sold via Billetlugen.dk an additional order fee will be added. If the event is cancelled these fees still accrue to The Ticket Distributor.

8.3. The price for using Billetlugen.Light is generally covered by a customer paid service fee, which is added to the basic ticket price. It is calculated as a flat fee + a percentage of the ticket price including VAT.

### **Fees paid by the ticket buyer:**

- Organizer online shop: DKK 3.20 + 4.8% of the face value ticket price excluding VAT per ticket / DKK 4.00 + 6% of the face value ticket price including VAT per ticket.
- Billetlugen.dk: DKK 3.20 + 4.8% of the face value ticket price excluding VAT per ticket / DKK 4.00 + 6% of the face value ticket price including VAT per ticket. Additionally, Billetlugen.dk's applicable order fee will be charged at all times.

Please note: A customer paid fee will not be added to guest tickets, but instead an Organizer paid fee is charged.

### **Fees paid by you, the organizer:**

- Free tickets (Issued by the Organizer via boxoffice): 3,00 kr. excl. VAT per ticket

- Tickets (Issued by the Organizer via boxoffice): 3,20 kr. excl. VAT per ticket
- Free tickets (Issued in organizer online shop): 3,20 kr. excl. VAT per ticket
- Cancellation (and refunding): 5,00 kr. excl. VAT per ticket

## **9. Accounting**

9.1. Past events are accounted for by The Ticket Distributor within 2-10 days after the event date has passed. 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 debited by the ticket offices. The Ticket Distributor issues proper statements of account in that regard.

9.2. From the proceeds collected, The Ticket Distributor 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. The ticket fee is due for payment when the ticket is booked. The Ticket Distributor 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.

9.3. The Ticket Distributor has the right to transmit statements of account to the Partner by electronic means; the Partner hereby grants his consent thereto and may notify The Ticket Distributor in writing of a specific email address to be used for that purpose.

9.4. Any objections to the statements of account issued by The Ticket Distributor shall be lodged by the Partner in writing and without delay, but no later than two weeks after receipt of the statement of account.

9.5. The assignment of claims against The Ticket Distributor on the part of the Partner requires the prior written consent of Billetlugen.

## **10. The Parties' Roles and Limitation of Liability**

10.1 The Ticket Distributor is only responsible for the distribution of the sale of tickets for the Organizer's Events and assumes no liability towards the Ticket Buyers in relation to the Organizer's suspension of payments or insolvency or in relation to any complains, e.g. based on deficiencies, delays, cancellations or other cases, in relation to the Organizer's Events.

10.2 If a third party should put forward a claim against The Ticket Distributor with the claim of an infringement of rights based on material that The Ticket Distributor has received from the Organizer, The Ticket Distributor must immediately and in writing inform the Organizer of this. The Organizer is obligated, in every respect, to indemnify The Ticket Distributor for any costs in relation to such cases, including The Ticket Distributor's legal costs.

10.3 Hence, The Ticket Distributor will not assume any risk or responsibility for the Organizer's Events.

10.4 The Ticket Distributor does not have the proprietary right to the tickets offered by the Organizer through The Ticket Distributor's sales and distribution network.

10.5 The Organizer is the sole responsible for the accuracy and the legality of the information given to The Ticket Distributor and forwarded by The Ticket Distributor to the Ticket Buyers.

10.6 The Ticket Distributor is entitled to cancel issued tickets if the original tickets are lost or in case of a suspicion that the ticket has come into the hands of an unauthorized third party.

10.7 In cases as described above in section 10.6, The Ticket Distributor is entitled to issue replacement tickets for persons who can document their right to the ticket.

10.8 The Ticket Distributor will not assume any responsibility for misuse of cancelled tickets.

10.9 The Ticket Distributor is only responsible for the Organizer's possible direct losses if the Organizer is able to justify The Ticket Distributor's responsibility under the applicable rules under the general Danish legislation.

10.10 The Ticket Distributor is at no time and under no circumstances liable for the Organizer's possible operating losses, loss of time, loss of profits or other direct or indirect financial or moral losses. This also covers ticket sales carried out with stolen or invalid credit cards.

10.11 Furthermore, The Ticket Distributor is not responsible for flaws, crashes or other disruptions caused by measures that are necessary for technical, maintenance-related or operational reasons or imposed by the authorities.

10.12 The Organizer must indemnify The Ticket Distributor for any claims raised against The Ticket Distributor by Ticket Buyers and caused by the Organizer's inadequate fulfilment of Organizer's obligations towards the Ticket Buyers and The Ticket Distributor, respectively, and / or the applicable legislation.

## **11. Confidentiality**

11.1 The contents of the Distributor Agreement, these Terms of use and any further appendices are confidential and not to be disclosed or referenced. This applies to both the period of the Distributor Agreement and to an unlimited period after the termination of the agreement.

11.2 The Parties are subject to mutual professional secrecy in relation to any information about the other Party's relations which the Party would learn about as part of the fulfilment of the signed Distributor Agreement.

11.3 However, information to a third party which is necessary for the Organizer's and The Ticket Distributor's fulfilment of the signed Distributor Agreement is exempted from the above provision.

11.4 Each Party is responsible for storing confidential material about this collaboration securely so that no unauthorized third party will get hold of the material.

## **12. Applicability, term, and termination**

12.1. This contract can be terminated in writing by each Party with a period of four weeks to the end of each month. The date on which notice of termination is received by the respective Party is the criterion for timely termination.

12.2. The Ticket Distributor have the right to terminate the contract without notice for cause. If cause for termination consists in a breach of material obligations of the 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 without notice, The Ticket Distributer have the right to deactivate the Partner at the latter's expense and to block his events immediately for any sales via billetlugen.Light and The Ticket Distributors systems.

12.3. The Partner, for his part, has the right to terminate the contract without notice and for good cause if The Ticket Distributer acts in material breach of contract and fails to remedy the breach and its consequences within a reasonable period after receiving a written warning from the Partner to that effect.

## **13. Procedure at the end of contract**

13.1. If presales for an event have not yet begun when the contract ends, The Ticket Distributor has the right to refuse any presales via the sales channels referred to in this contract.

13. 2. If presales have already begun when the contract ends, The Ticket Distributor has the right to discontinue such presales with immediate effect.

## **14. Changes to the Terms of use**

14.1 As a starting point, all changes to these Terms of Use must be accepted in writing by each Party in order to be valid. This applies to both the terms of the agreement as well as any services under these Terms of Use.

14.2 The Ticket Distributor is, however, entitled to adjust the various applicable service, system and payment fees as described in section 8, without any written accept from the Organizer, if this happens because of external factors outside The Ticket Distributor's control, including, but not limited to; new or changed legislation, regulations from the authorities or redeemer requirements, as such changes should be compared to the external factor's effect on The Ticket Distributor's costs. However, The Ticket Distributor should inform the Organizer about such a change with prior written notice 30 days before the commencement of the change. Unless the Organizer objects to this no later 8 days after receipt of the notice, the notified change(s) are deemed accepted by the Organizer.

## **15. Force Majeure**

15.1 In case of force majeure, the Party's obligations are suspended for the duration of the force majeure situation to the extent that the Party is unable to fulfil the obligations because of the force majeure situation.

15.2 No Party will be held liable for damage that the other Party may suffer as a direct or indirect consequence of the Party being delayed or prevented from carrying out its obligations due to a force majeure situation in accordance with the signed Agreement and these Standard Terms. Force majeure situations are e.g. war, mobilisation, natural disasters, strikes, lockout, fire, water damage, import and export restrictions, national mourning, IT crash, virus attack and other unforeseen circumstances that the Party in question cannot prevent by reasonable measures.

15.3 The Party that wishes to claim force majeure should make a statement of this in writing without undue delay and no later than 5 business days after the affected Party has become aware of the force majeure situation. At the same time, a notice should be given of the duration of the force majeure situation.

15.4 Force majeure can only be claimed if the Party that is affected by the force majeure has informed the other Party of this in writing as stated above.

15.5 If a force majeure situation lasts for more than 60 business days, or if the force majeure situation is of such a nature or such a duration that the final fulfilment of The Terms of Use is deemed impossible, the other Party is entitled to

terminate the Agreement fully or partially. None of the Parties can make any claims in this connection.

## **16. Disputes, Applicable law and Venue**

16.1 The Distributor Agreement and appendices are subject to Danish law and should be interpreted in accordance with this.

16.2 If there are any disputes between the parties in connection with the Distributor Agreement and / or appendices, the Parties should collaborate to initiate negotiations in order to solve the dispute. If necessary the negotiations should be raised to a high level within the Parties' organisations. If this does not lead to a solution either, the Parties should collaborate on pointing out an independent and professional mediator who can advice and make non-binding suggestions as to a solution of the dispute.

16.3 After the above has been tried, each Party is entitled to require any dispute arising in connection with the Agreement, including disputes about the Distributor Agreements existence or validity, settled definitively and binding by arbitration, or if The Ticket Distributor wishes so, by the Courts of Denmark.

## **17. Invalidity Clause**

17.1 If one or more of the provisions in the Terms of Use / or any other appendices are declared fully or partially invalid, the Terms of Use as a whole should be uphold while the fully or partially invalid provision is replaced with a valid provision in order for the Parties, as far as possible, to be in the same position as if that provision in question was valid.

## **18. Use of data**

The parties do not process personal data on behalf of each other, and are therefore independent data controllers of the personal data they collect. Each Party is independently responsible for complying with the law, including personal data protection regulation. If the authorities require a data processing agreement to be concluded, such an agreement must be made.

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