

## General Terms & Conditions

These General Terms & Conditions (hereinafter, the "**General Conditions**") shall be agreed between ENTRADAS EVENTIM, S.A.U. (hereinafter, "**Eventim Light**") and the users (hereinafter, the "**Users**"), and govern the access and use of this website (hereinafter, the "**Website**"), as well as the contracting of tickets through the same.

Eventim Light may establish, as the case may be, particular conditions that regulate the use and/or contracting of specific services or products offered through the Web Site.

The simple access to the Website, attributes to the User the condition of User, and implies the acceptance of all the terms included in these General Conditions and, if applicable, in the particular conditions available through the Website. In case of not agreeing with these General Conditions, the User must abandon any transaction of purchase of tickets, merchandising products or merchandise in general (such as t-shirts, sound and/or image supports, etc.) through the Website.

By accepting these General Conditions, the User declares:

- That he/she have read, understand and comprehend the foregoing.
- That, in the event that he/she intends to contract any product and/or service, he/she has sufficient capacity to do so.
- That he/she assumes all the obligations set forth herein

### 1. General information

In compliance with the provisions of Article 10 of Law 34/2002, of July 11, 2002, on information society services and electronic commerce, the general information of the Web Site is provided below:

- Holder : ENTRADAS EVENTIM, S.A.U. (with commercial name "**Eventim Light**").
- Headquarters and place of business : C/ Serrano Anguita 8, 2º Piso. C.P. 28004, Madrid (Spain) N.I.F.: A-81933772
- Contact: <https://www.entradas.com/help/> or via e-mail

atenciónalcliente@entradas.com.

- Registration data : Madrid Mercantile Registry, volume 12997, folio 140, section 8ª, page M- 209584, inscription 1ª. Also registered as a retail travel agency with CICMA number 3483 in the Community of Madrid.

### 2. Access to the Web Site

Simple access to the Web Site is free of charge except for the cost of the connection through the telecommunications network provided by the access provider contracted by the User, which shall be borne by the User.

### 3. Rules for use of the Web Site

The User undertakes to use the Website and all its content and services in accordance with the provisions of the law, morality, public order and these General Conditions, not using them to carry out illegal or criminal activities that violate the rights of third parties and / or violate any rules of applicable law. By accepting these Conditions or making a purchase the user declares to have legal capacity to enter into contracts.

The User agrees to:

- I. Not to introduce or disseminate content or propaganda of a racist, xenophobic, pornographic or terrorist nature or that violate human rights.
- II. Not to introduce or disseminate on the network data programs (viruses and harmful software) likely to cause damage to the computer systems of the access provider, its suppliers or third party Users of the Internet network.
- III. Not to disseminate, transmit or make available to third parties any type of information, element or content that violates the fundamental rights and public freedoms recognized in the Constitution and in international treaties.
- IV. Not to carry out actions that may involve the commission of illicit, illegal or fraudulent conduct.
- V. Not to disseminate, transmit or make available to third parties any type of information, element or content that constitutes unlawful or unfair advertising.
- VI. Not to transmit unsolicited or unauthorized advertising, advertising material, "junk mail," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as commercial spaces) that have been exclusively designed for that purpose.
- VII. Not to introduce or disseminate any false, ambiguous or inaccurate information and content in a way that misleads the recipients of the information
- VIII. Not to impersonate other Users by using their registration keys to the different services and/or contents of the Website.
- IX. Not to disseminate, transmit or make available to third parties any type of information, element or content that involves a violation of intellectual and industrial property rights, patents, trademarks or copyrights that correspond to the owners of the Website or third parties.
- X. Not to disseminate, transmit or make available to third parties any type of information, element or content that involves a violation of the secrecy of communications and personal data legislation.

Eventim Light reserves the right to cancel any transaction and/or cancel the User's account when there are reasonable suspicions, indications or evidence that the same has been carried out in breach of the provisions of these General Conditions of Use, without prior notice. Likewise, Eventim Light reserves the right to cancel the tickets if it could reasonably be considered that the purchase has been made fraudulently.

The User undertakes to hold Eventim Light harmless against any possible claim, fine, penalty or sanction that it may be obliged to bear as a consequence of the User's breach of any of the above-mentioned rules of use, and Eventim Light also reserves the right to request the corresponding compensation for damages.

#### **4. Ticket Sales**

The purchase of a ticket for an event through any channel available thanks to Eventim Light implies the acceptance of two different contractual relationships: (i) a contractual relationship between the User and Eventim Light relating to the ticket purchase process, by virtue of which Eventim Light, as intermediary, procures to the User the sale and delivery of the ticket, and (ii) a relationship between the User and the organizer of the event relating to those aspects related to the organization and execution of the event, by virtue of which the organizer procures to the User the holding of the event to those Users who have acquired a valid title for attending the event.

In this sense, Eventim Light is not the organizer of the event but a sales channel of the organizer acting as an intermediary or distributor in the sale of tickets.

Eventim Light offers you the option of purchasing your tickets through its Website (an on-line purchase service through Eventim Light's partner website, available 24 hours a day, every day of the year).

In the purchase process and always before the end of it, the User will have all the information regarding the full final price, including taxes, breaking down, where appropriate, the amount of increases or discounts that apply to the offer and the additional costs that are passed on to the User, being the User responsible for providing their data correctly, including their personal data and bank details required by the system, truthfully and accurately.

The organizers of shows and/or events determine the conditions of the tickets and the events to which the tickets give access and provide Eventim Light with the tickets for sale to the public through different distribution channels via the sales channels provided by Eventim Light.

Eventim Light acts as a mere intermediary in the sale of tickets to shows and/or events organized by the organizers thereof and, therefore, does not exercise any control over the shows and/or events and the availability of tickets for the same. Therefore, Eventim Light is not responsible for the performance of the event, nor for any delay, suspension, cancellation, modification, and/or any other circumstance that may give rise to a claim related to the event from the organizer or venue such as, among others, visibility conditions, sound quality, accessibility, etc. Any claim regarding the realization, suspension, modification, postponement and/or cancellation of the contracted event is the responsibility of the organizing company. In those cases in which the tickets must be personalized by the promoter of the event or by legal requirements, we will ask you to provide us with your data in this sense, we will always try to warn you before you buy your tickets. In this sense, Eventim Light may make available to the User an online Check-in service to facilitate the prior and nominative registration of the attendees to the events. Said service shall be governed by its own specific conditions and Privacy Policy.

## **5. Content and services linked through the Web Site**

The Web Site may contain technical linking devices, directories and even search tools that allow the User to access other Internet pages and portals (hereinafter, the "**Linked Sites**").

Under no circumstances may the existence of Linked Sites presuppose the formalization of agreements between Eventim Light and the persons in charge or owners thereof, nor the recommendation or promotion of the Linked Sites and/or their contents by Eventim Light.

Unless otherwise expressly stated in the Website, Eventim Light is not aware of the contents and services of the Linked Sites and, therefore, shall not be liable for the damages that their unlawfulness, quality, outdatedness, unavailability, error and uselessness may cause to the User or to any third party.

However, Eventim Light shall make its best efforts to prevent these circumstances, as well as to remove the inclusion of a Linked Site as soon as it has effective knowledge thereof. In the event that the User considers that there is a Linked Site with unlawful or inappropriate contents, he/she may notify Eventim Light thereof, without this notification entailing in any case for Eventim Light the obligation to remove the corresponding link, which is at its discretion.

## **6. Intellectual and industrial property**

All the contents of the Website, which are understood to include but not limited to texts, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound contents, as well as its graphic design and source codes, are the intellectual property of Eventim Light or of third parties, and none of the exploitation rights recognized by the regulations in force regarding intellectual property thereon may be deemed to have been assigned to the User.

The trademarks, trade names or distinctive signs published in the Web Site are owned by Eventim Light or third parties, and no rights over them may be understood as assigned to the User.

Eventim Light does not represent the owners of the trademarks of the products it markets.

## **7. Terms and conditions**

### **a. Main characteristics of the shows and/or events**

The main characteristics and specific conditions of attendance to the shows and/or events offered by Eventim Light can be consulted through the Website in the descriptive card with which they are presented.

### **b. Contracts. Order of priority**

The purchase of tickets is governed by these General Conditions, by any special terms and conditions that may be published on the Website and specified in the purchase confirmation email, of which Users will be informed prior to the purchase of the tickets and, if applicable, by the terms and conditions of the organizers and/or promoters, the event and/or the venue, which may be consulted on their respective websites and/or at the venue's box office.

In the event of a conflict between the aforementioned documents, the discrepancy will be resolved, when necessary, according to the following order of precedence: (1) the special terms and conditions indicated in the purchase confirmation email, (2) the terms and conditions of the organizers, promoters, the event and/or the venue, and (3) these General Conditions (hereinafter collectively, the "Contract").

The User may formalize the Contract in Spanish (Castilian), as well as in other languages when such option is available. In case of discrepancies between the Spanish and other language versions of the Contract, the Spanish version shall prevail.

#### c. Access to purchase and registration

For each ticket purchase case, the system will indicate whether registration is required.

- Access without registration: To make a purchase without registration, the User must identify himself/herself only with a valid email address. In this case the data provided by the User in the process of purchasing tickets will not be stored as Registered User data, although they will be treated in accordance with the provisions of the regulations on protection of personal data.
- Access as a Registered User: If the User is already a registered customer of Eventim Light, he/she must identify him/herself with his/her e-mail address and password to purchase tickets.
- Access as a new User: In the event that the User is not registered and cannot access the purchase without registration, he/she must register as a new User and for this purpose:
  - The User must complete the form, filling in at least the data marked as mandatory, and expressly accept the Privacy Policy and consent to cookies. All data entered by the User must be accurate, current and truthful.
  - The User will receive a registration confirmation e-mail at the e-mail address provided.
  - The registered User will be responsible at all times for the custody of his password, assuming in consequence any damages and prejudices that could derive from his undue use, as well as from the cession, revelation or loss of the same one. To these effects, the access to restricted areas and/or the use of the services and contents of the Web Site carried out under the password of a registered User will be considered to be carried out by such registered User, who will respond in any case of such access and use.
  - The User may modify and/or update the data provided during the registration process at any time. Once the User has accessed his/her account in his/her user profile on the Website, he/she may consult the history and/or status of the tickets purchased, modify his/her personal registration data, as well as his/her access password and contact Eventim Light's customer service, among other actions.

#### d. Ticket purchase procedure

The procedure for purchasing tickets through the Site will be as described below:

1. The User must select the city, date and/or time for which he/she wishes to reserve tickets for the selected show or event. The User must select the type of seat he/she wishes to reserve, the number of tickets he/she wishes to purchase and, in certain cases, the location of the seats, in which case a stalls will be displayed for the selection of the location of the seats. Once these data have been selected, the User will be able to continue with the purchase.

2. Before confirming the purchase, the User must enter the requested data and expressly accept these General Terms and Conditions and the Privacy Policy and consent to cookies.
  
3. The purchase will be confirmed on screen, providing the purchase locator number, from where the tickets can be downloaded in PDF format or in the Wallet of the phone (the purchase confirmation page will not serve as a ticket). Additionally, you will receive, at the email address provided, an email with all the information about the event and the tickets purchased.

In order to avoid unfair practices in the purchase of tickets for each show, tickets may be limited to a maximum number per person, per credit card and other limitations that shall be communicated at the time of booking and are verified in each operation, in those events where applicable, always trying to warn users of this. In this sense and when applicable, Eventim Light reserves the right to cancel the tickets purchased that exceed this number without prior notice.

Likewise, the resale of tickets is prohibited under the terms established in the current regulations.

The resale of tickets, as well as any act aimed at such illegal sale, may be grounds for seizure or cancellation of the ticket without refund or any other type of compensation.

e. Confirmation of purchase and collection of tickets

If the purchase process is completed correctly, the purchase will be confirmed on screen, providing the purchase locator number.

The locator number uniquely identifies the purchase made by the User and is the way for Eventim Light staff to identify your purchase in case you would like to ask us any questions.

Additionally, the User will receive, at the email address provided, a purchase confirmation email. The purchase confirmation email cannot be used as a ticket to access the event. Tickets may be downloaded from the confirmation screen and/or from the purchase confirmation email.

Likewise, for each event, during the purchase process, the available options for the collection of the purchased tickets will be indicated. These options may be one or more of the following:

- By downloading the Digital Ticket on your mobile device, selecting this delivery method during the purchase process. To present it at the time of attending the event, the User must have an IOS or Android device and Internet connection. The User can also save it in Passbook and Apple Wallet to access it when there is no Internet connection.
  
- By direct printing of tickets: The User who purchases tickets may print the tickets directly at home in PDF format (Printable Digital Ticket). In the case of cinema, it is not necessary to generate the tickets. It is sufficient to print the purchase confirmation that appears on the screen or the purchase confirmation email.
  
- By downloading to your smartphone's Wallet: you can download the tickets, both in Digital Ticket and Digital Printable Ticket format, to your cell phone's Wallet from the purchase confirmation screen or from the purchase confirmation email.
  
- By courier: When permitted in the purchase process, the User may receive the purchased tickets at the postal address provided by the User. The User must make sure to correctly indicate the delivery address and a contact telephone number or e-mail address. P.O. Boxes will not be valid as a delivery address for tickets. Deliveries will only be made within the Spanish national territory.

Once the purchase has been made, we will do our best to deliver the tickets within twelve (12) working days. Delivery times are from 9:00 am to 7:00 pm.

Eventim Light shall not assume any responsibility when the delivery of the tickets is not carried out as a consequence of the inaccuracy or falsity of the data provided by the User for such purpose, as well as in the event that the delivery cannot be carried out due to the absence of the addressee.

In case of absence at the delivery address provided by the User, the courier service may choose to leave a notice or try to deliver again up to three (3) consecutive days at different times.

When the delivery could not be made, the User may choose between paying the transportation costs of a new shipment, or requesting the Printable Digital Entry format from the Customer Service department. The User shall not be entitled to claim the amount of the first shipment failed due to causes not attributable to Eventim Light.

The amount of the shipping costs will be communicated to the User during the purchase process, always prior to the completion of the purchase.

#### f. Payment Procedure

In the purchase process, the User must indicate the required data and select one of the available payment methods. The User may use Visa and Mastercard cards as payment methods, as well as Paypal and Klarna electronic payment platforms. Likewise, he/she may pay all or part of the price of his/her purchase with a valid gift card or valid promotional code issued by Eventim Light or by the organizer of the event, or by any other means of payment that are available and of which the User shall be informed during the purchase process. Gift cards, vouchers or promotional codes shall be governed by their own specific conditions of which the User shall be informed in each promotion.

The ticket purchasing system uses a secure server and the latest encryption technology.

Purchases may be subject to security checks. The transaction may be cancelled by Eventim Light if it does not pass the verification process.

#### g. Price and additional charges

The price of each ticket is determined by each event organizer. The ticket prices indicated during the purchase process include, unless expressly stated otherwise, Value Added Tax (VAT), applicable direct taxes and, in any case, are expressed in Euro currency (€).

Said prices, unless otherwise expressly indicated, do not include management fees for the sale of the tickets, shipping costs, in case of sending the tickets by courier to the User, ticket cancellation insurance if applicable or any other additional services and annexes to the tickets, which will be expressly indicated to the User as an additional cost to the price of the ticket during the purchase process and in any case before the end of the same.

Management fees (also called distribution fees or service fees) are a supplement or percentage that is added to the base price of the ticket in order to make the sale process possible and provide the User with the delivery of the ticket. The criteria for the calculation of such percentage may vary depending on the characteristics of the event, the conditions of the organizer, the services performed to make the event available for sale, the ticket booking process, the event scheduling services, distribution network, etc.

Eventim Light's management fees are intended to cover aspects of our business such as, but not limited to, the maintenance and development of our website and mobile applications, secure payment gateway, event scheduling, configuration of seating and floor plans, information, communication and marketing services, customer service, etc.

In case of cancellation or modification of the event Eventim Light reserves the right to refund the management fees.

#### h. Sending invoices

As a mere intermediary in the sale of tickets, Eventim Light may only issue invoices for management fees, ticket delivery and/or other additional services rendered by Eventim Light, when so requested by the User through the help form (<https://centrodeayuda.entradas.com/hc/es/requests/new>).

The User is aware and expressly consents that Eventim Light shall only send the invoices to the e-mail address provided during the registration or purchase process. However, the User may request at any time that the invoices be issued on paper, for which purpose he/she must send his/her request through the help form (<https://centrodeayuda.entradas.com/hc/es/requests/new>). When filling out the form, the User must indicate whether he/she wishes to receive the invoice on paper or in electronic format.

The User may directly request from the promoter of the event or the insurer, as the case may be, the invoices corresponding to the purchase of the tickets or insurance contract. In the event that the User needs assistance from Eventim Light in such management, he/she shall send his/her request through the assistance form (<https://centrodeayuda.entradas.com/hc/es/requests/new>).

## 8. Right of withdrawal

The User must ensure, before processing the purchase, the accuracy and adequacy of the data entered, since it is not possible to return the tickets purchased once the purchase has been made. Not being able to attend the show or making a mistake when purchasing the tickets are not grounds for a refund.

Tickets may only be cancelled due to possible technical or operational incidents attributable to Eventim Light.

In this regard, the User may not exercise the right of withdrawal or termination provided for in the regulations on consumers and users, as this right is excluded for services related to leisure or recreational activities, in accordance with the provisions of Article 103 of the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007, of November 16, 2007.

In the case of movie tickets, only for those movie theaters that have this service active, it is possible to cancel the purchase and receive a voucher for the amount paid if the cancellation is made more than 60 minutes before the start of the event. If the movie theater has this service active, it will be indicated in the purchase confirmation.

## 9. Cancellation insurance

The User may contract cancellation insurance for those shows and/or events where this service is available. The cancellation insurance conditions can be consulted here.

([https://www.entradas.com/obj/media/ES-eventim/pdf/es/ERGO-ENTRADASCOM\\_V012020\\_0120%20\(1\).pdf](https://www.entradas.com/obj/media/ES-eventim/pdf/es/ERGO-ENTRADASCOM_V012020_0120%20(1).pdf)).

The User is solely responsible for carefully reading the conditions of the cancellation insurance and the contracted coverage included in said link, in order to decide if he/she considers them adequate to his/her interests or needs. The contracting of the insurance by selecting the box provided for this purpose during the purchase process will imply the User's acceptance of said conditions. Before contracting it, the final price of such insurance will be specifically indicated.

By taking out the Cancellation Insurance, the user assures that, in the event of cancellation of the EVENT, the full value of the purchase made will be refunded, including any associated costs, such as management fees, for example.

Eventim Light is a mere intermediary in the contracting of the insurance policy. The contracting of the insurance policy is carried out between the User and the insurance company. Any claim or query related to the insurance contracted must be addressed to the insurance company.

## 10. Cancellation of events

Eventim Light is a mere intermediary in the sale of tickets for events organized by the companies organizing or promoting the event, does not participate in the organization of such events and, therefore, has no control over the suspension, cancellation and/or postponement of such events (the "cancellation"), the responsibility for which lies directly with the organizer or promoter.

Upon receipt of the corresponding indications from the organizer, Eventim Light shall communicate to the Users the cancellation of the event, indicating the procedure established by the promoter. Said communication shall normally be made by e-mail to the buyers' e-mail address or by publication on this website or by any other means of public communication in the event that the specific circumstances of each case so advise. Eventim Light is not responsible for the return, cancellation, relocation policies, communications or procedures designed and established by the organizer, nor for the alternative proposals to the refund that may be issued by the organizer, even if the same have been communicated by Eventim Light.

Eventim Light reserves the right to refund the management fees to the User in case of cancellation of the event.

## 11. Complaints, claims and requests for information

The User can direct their complaints, claims or requests for information to ENTRADAS.COM Customer Service, using any of the following ways:

- By sending a letter to ENTRADAS.COM Customer Service, C/ Serrano Anguita 8, 2º Piso. C.P. 28004, Madrid (Spain).

- By sending your request through the help form

( <https://centrodeayuda.entradas.com/hc/es/requests/new> ).

You can also consult the most frequently asked questions in the following Customer Service section: <https://www.entradas.com/help/>.

Eventim Light will respond to the complaints received as soon as possible and in any case within a maximum period of one month from the submission of the complaint.

Eventim Light has official complaint forms, which the User may request from Eventim Light's Customer Service Department.

## **12. Nullity and ineffectiveness of clauses**

If any clause included in these General Conditions is declared totally or partially null or ineffective, such nullity or ineffectiveness shall only affect such provision or the part thereof that is null or ineffective, and these General Conditions shall subsist in all other respects, and such provision shall be considered totally or partially as not included.

## **13. Modification of the General Conditions and other contents**

The General Terms and Conditions shall be available to the User on the Website. Eventim Light reserves the right to modify these General Terms and Conditions at any time, notifying the Users by publishing the updated/modified General Terms and Conditions on the Website.

Likewise, it reserves the right to modify at any time the presentation, configuration and location of the Web Site, as well as the contents and the conditions required to use them.

## **14. Prevalence of Spanish language version**

In case of discrepancies between the General Conditions and the English version of the General Conditions or other versions in different languages, the Spanish version shall prevail.

## **15. Applicable legislation**

These General Conditions shall be governed and interpreted in accordance with Spanish law. Among others, by the Royal Legislative Decree 1/2007 of the General Law for the Defense of Consumers and Users, and Law 34/2002 of services of the information society and electronic commerce.

## **16. Competent Jurisdiction**

Any dispute arising out of or in connection with the use of the website or these Terms and Conditions shall be submitted to the non-exclusive jurisdiction of the Spanish courts and tribunals. In the event that you are a consumer, you may file suit in the city where you are domiciled in accordance with applicable law.

These General Conditions are governed by Spanish law.

We also remind you that you can access the European Union's online dispute resolution platform by following this link: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.

Last update: 09/02/2023