

General terms and conditions (20.03.2023)

The Terms and Conditions of Sale were updated on 20.03.2023 and apply to all purchases made on or after that date.

This online marketplace is owned by Eventim Norge AS ("Eventim"), Org. nr. 995 498 057, Grensen 18, 0159 Oslo.

You accept these General Terms and Conditions (Section 1 – 11) when you:

Purchase tickets/products on the Organizer's online ticket shop via eventim-light.no, such as tickets for events and related goods and service offered by an Organizer or one or more Third Parties (collectively "The Products". See clause 1.1.

Some Products are subject to additional event- or product specific terms. If this is the case, you will be asked to actively accept the specific terms in the purchase flow. In the event of any inconsistency between the Terms and the Specific Terms, the Specific Terms will prevail. In the event of any inconsistencies between the Terms and the specific terms from the organizer, the Terms will prevail in all matters related to Billetlugen, while the specific terms from the organizer will prevail in all other matters. No conditions in the specific terms from the organizer can impose any liabilities on Billetlugen if it is not already described in the Terms

The Terms, **any** applicable Specific Terms and the Specification of Purchase ("Purchase Receipt", see section 2.1) constitute (i) the agreement between Eventim and you and (ii) the agreement between the Organizer, the Third Party (if any) and you.

IMPORTANT INFORMATION ABOUT PURCHASES ON THE PLATFORMS

Eventim is a service provider that facilitates (i) the sale of tickets by Organizers and (ii) the sale of related goods or services by Organizers and/or Third Parties, on the Platforms. Eventim is solely responsible for the Platforms and Eventim's own services, i.e. making Product purchases available on the Platforms. Therefore, in relation to the Event and/or related goods or services, the Organizer and the Third Party (if any) are your contractual party and are solely responsible for executing their agreement with you and complying with your consumer rights, e.g. in relation to the execution of the Event, delays, cancellations, changes and bankruptcy.

The Organizer has the right to change the event, e.g. changes in the repertoire and/or performers, the date, the partial implementation of the event, the rescheduling of the event and changes in seating (within the same ticket category as well as to move to another category against reimbursement of the price difference, if applicable). Such changes do not constitute a cancellation (see sections 7.1 and 7.2) and do not entitle you to a refund.

If the Organizer cancels the event, you are entitled to a refund from the Organizer of the ticket price itself. Other services will not be refunded, e.g. ticketing fees. In addition, all other costs associated with your participation in the event, such as transportation and accommodation, are at your own risk. The Organizer is therefore not liable for such costs if the Organizer cancels the event (see section 7.2).

The Terms apply to consumer purchases only (see sections 1.4-1.6). When you make a purchase on the Platforms, you confirm that you are not purchasing Products as a trader, for resale or for any other commercial purpose. If you wish to purchase as a trader, please contact Eventim's customer service by telephone tel: 21 95 92 00 or kundeservice@eventim.no.

GENERAL TERMS AND CONDITIONS OF SALE

1. Contractual obligations and restrictions on commercial use

1.1 EVENTIM.Light is an online marketplace that facilitates (i) the sale of tickets by Organizers and (ii) the sale of related goods or services by Organizers and Third Parties.

"Organizer": Third Party Organizer responsible for the specific Event and who is your contractual party.

"Third Party": A third party (if any) that is your contracting party for an associated good or Service. The Organizer and the Third Party (if any) are identified in the purchase flow and in your Purchase Receipt (see section 2.1). The Organizer is also written on the Ticket.

1.2. To purchase Products, you must be at least 18 years of age, provide your name, postal address and email address.

1.3. When you purchase Products, the Terms and Conditions, any applicable specific terms and the Purchase Receipt, see section 2.1, constitute (i) the agreement between Eventim and you and (ii) the agreement between the Organizer and/or the Third Party and you. The Agreements are legally binding once you have completed the purchase process. This means that:

1.3.1. When you purchase Products, you agree to pay all applicable charges.

1.3.2. Eventim is your contractual party in relation to the Platforms and our own services. Eventim is therefore responsible for making Product purchases available on the Platforms.

1.3.3. The Organizer is your contractual party in relation to the event and associated goods and services offered by the Organizer. Therefore, the Organizer is responsible for fulfilling its agreement with you and complying with your consumer rights in relation to your agreement for the event and related goods or services, e.g. in relation to the execution of the event, delays, cancellations, modifications and bankruptcy,

1.3.4 The Third-Party is your contracting party in relation to goods or services offered by the Third-Party. Accordingly, the Third-Party is responsible for fulfilling its agreement with you and complying with your consumer rights in relation to your agreement, e.g., providing the goods or services, defects, changes and bankruptcy.

1.4. Only consumers can purchase Products on the Platforms. When you make a Product purchase, you confirm that you are not purchasing Products as a trader for resale or other commercial purposes, e.g.:

- Prizes in competitions or similar,
- Incentives or bonuses for other services, e.g. travel, restaurants, hotels,
- Sale or transfer of tickets, regardless of price. Please note that under the Ticket Resale Act, it is illegal to make a profit through the resale of tickets to events.

If your ticket is used or transferred for commercial purposes, your ticket will be cancelled. Eventim has the right to charge all direct costs related to cancellation, with a minimum of NOK 500, - per cancelled ticket.

1.5. A notice from your contracting party, i.e. either Eventim, the Organizer or the Third Party (if any) is deemed to have been received by you if the notice is sent to you by email or text message. In connection with such notice, your contracting party may direct you to obtain further information elsewhere, for example on a specified website.

2. Ticket purchase

2.1. How to make a purchase

1. Choose tickets
2. Add to cart
3. Choose payment
4. Enter name, address, and email
5. Accept the General Terms and Conditions of Sale
6. Choose payment method
7. Enter payment info
8. Approve the purchase

Your purchase receipt can now be viewed on the screen, and you will receive your receipt via email within minutes.

2.2. You can pay for the Products via MasterCard, Visa and Vipps. All payment communications between you and the payment solution provider are encrypted.

2.3. **Save your payment card details for future purchases:** when you purchase Products on the Platforms, you may choose to save your payment card details for future purchases. For security reasons, you will be asked to enter the 3-digit Card Verification Code (CVC) for each purchase. Your payment card details are recorded and stored by a third party approved in accordance with international security standards (PCI DSS - Payment Card Industry Data Security Standard). All card details are encrypted in a Secure Socket Layer (SSL) protocol. You can withdraw your consent to store your payment card details at any time.

3. Ticket fee and administration costs

3.1 All prices are quoted in NOK and include applicable VAT.

3.2 When you make a purchase, you may be charged:

- The stated **ticket price** (payment to the Organizer)
- **A ticket fee per ticket** (payment to Eventim), which is individual for each event.

Other costs:

Reissue of lost ticket: expedition fee of NOK 60.

4. Delivery

4.1. Delivery of e-ticket: Shortly after you have completed your purchase, your ticket will be sent to the email address you have provided. If you do not receive an email within 24 hours of purchase, please contact Eventim customer service (see also section 5.2).

5. Your ticket and access to the event

5.1. The ticket with the barcode printed on it is your admission ticket to a specific event. The ticket is only valid if the barcode is activated. This means that tickets that have been cancelled by Eventim due to loss, etc. are not valid admission tickets. The barcode is accepted only once. The ticket cannot therefore be copied or otherwise attempted to be used more than once.

5.2. **Lost ticket:** If the ticket is lost before the event, Eventim can issue you with a new ticket. The fee for reprinting a lost ticket is NOK 60 in handling fee. Once a reprint has been completed, it is not possible to undo the reprint as the original tickets are cancelled.

5.3. **Exchange:** Eventim does not exchange tickets, either for another location or date.

6. Right of Withdrawal

6.1. Tickets, transport, catering, accommodation, car rental or services related to leisure activities for a specific date or period are not covered by the right of withdrawal, see "Forbrukerrådet.no"

6.2. You cannot withdraw from the purchase of Eventim's services, i.e. making Product Purchases available on the Platforms. The Ticketing Services are provided with your prior express consent and acknowledgement that you lose the right of withdrawal once the service is fully performed, which is at the time you complete your purchase on the Platform. See "Forbrukerrådet.no".

6.3. **Right of withdrawal for products and other services:** If you purchase goods or services (other than goods and services as set out in sections 6.1 and 6.2) from the Organizer or a Third Party and you are a resident of the EU or EEA, you may cancel the purchase within 14 days. The period during which the right of withdrawal can be exercised runs (i) for services from the day on which the agreement is concluded and (ii) for goods from the day on which you receive physical possession of the goods.

6.3.1. You may send an email or other unambiguous notice of your decision to withdraw. You may also use the standard withdrawal form (Attachment 1), but this is not a requirement. Please provide the email address or phone number associated with your order number. You are not obliged to give reasons for your decision to exercise the right of withdrawal. The notification may be sent to Eventim, who will then process your request on behalf of the Organizer or Third Party. You may also send the notice directly to your contractual partner, i.e. the Organizer or the Third Party. The contact details of the Organizer and/or Third Party are indicated on your Purchase Receipt. The withdrawal period is met if you send your notice of withdrawal before the withdrawal period has expired, i.e. 14 days (i) for services from the day the contract is concluded and (ii) for goods from the day you receive physical possession of the goods.

6.3.2. In the event of exercising the right of withdrawal from a contract for goods, you must return the goods to your contracting party (i.e. the Organizer or the Third Party) immediately and no later than 14 days from the date on which you communicated your decision to exercise the right of withdrawal. You must pay the direct costs of returning the goods. You are only liable for any depreciation of the goods resulting from the handling of the goods, except for what is necessary to determine the nature, characteristics and function of the goods.

6.3.3. In the event of exercising the right of withdrawal from the purchase of a service, you must pay for the part of the service already provided.

6.3.4. If you exercise your right of withdrawal, all payments relating to the goods or services purchased will be refunded without undue delay, including delivery costs (but not additional costs resulting from your choice of a delivery method other than the cheapest form of standard delivery offered by us, and in any case when (i) for goods: The Organizer or the Third Party has received the goods or you have provided proof of having returned the goods, whichever is earliest, when (ii) for services: within 14 days of the date Eventim received notice of your decision to exercise the right of withdrawal. Refunds will be made using the same means of payment as used by you for the original purchase. In any case, no fees will be charged due to the refund.

7. Changes, cancellations and refunds

7.1. **Changes:** The Organizer is entitled to change the event, e.g. changes in the repertoire and/or the performers, the date, the partial execution of the event, the rescheduling of the event, changes in seating (within the same

ticket category as well as to move to another category against refund of the price difference, if applicable) etc. Such changes do not constitute a cancellation (see section 7.2).

7.2. Cancellations: An event is only considered cancelled if the event is not held at all. If the Organizer cancels the Event, you are entitled to a refund from the Organizer of the ticket price itself, but other services will not be refunded, e.g., ticket fees or payments for other related goods and services. In addition, all other costs associated with your participation in the Event, e.g. transport, accommodation, are at your own risk. The Organizer is therefore not liable for such costs if the Organizer cancels the Event.

7.2.1. If you are entitled to a refund, you must contact the Organizer with your claim. Only if agreed with the Organizer can Eventim process your refund on behalf of the Organizer. In this case, the refund will be made using the same means of payment as used by you for the original purchase.

7.2.2. **In case of suspected fraudulent behavior, purchase for commercial use, etc., the Organizer is entitled to cancel your ticket and deactivate the barcode/QR code** (see also section 5.1). If the Organizer cancels your ticket in these cases, you are entitled to a refund from the Organizer of the ticket price itself, but other services will not be refunded, e.g. ticket fees or payments for other related goods and services. In addition, all other costs associated with your participation in the Event, such as transportation and accommodation, are at your own risk. Therefore, the Organizer will not be liable for such costs if the Organizer cancels your ticket.

If your ticket is used or transferred for commercial purposes, your ticket will be cancelled and you will be liable for all direct costs associated with cancellation, subject to a minimum of NOK 500 per cancelled ticket as set out in section 1.4

8. Force majeure

8.1. Your contractual partner, i.e. Eventim, the Organizer or the Third Party, will not be deemed to be in breach of its contractual obligations (see section 1.3) in the event and to the extent that non-compliance is due to an event which is beyond your contractual partner's control, and which cannot reasonably be foreseen and the effects of which cannot reasonably be avoided or overcome.

8.2. This includes for example war, armed conflict, emergency, lockdown, riot or other crisis, provision of emergency information during crisis or in disruption of normal situations, sabotage or threat of sabotage, epidemic, pandemic, storm, flood or other weather or other natural disaster (catastrophes), fire, explosion or other similar accident, strike, lockout, boycott and other industrial action (including internal strikes) legislative changes, action or failure to act on the part of authorities, national mourning or memorial event at the request or order of the government or other national authority, currency restrictions, limitation of exports and imports, interruption of general energy supply, general unavailability of transportation, interference with communications networks, failure or delay of transmission links or other connections, equipment acquired from third parties or control of third countries or any other similar cause beyond the control of the Parties or failure of third parties, including suppliers and subcontractors, to perform.

9. Liability and Disclaimer

9.1. You agree, to the extent permitted by applicable law, to indemnify, defend and hold Eventim, The Organizer and Third Parties indemnified against all complaints, claims, damages, losses, costs, obligations, and expenses, including attorneys' fees, due to, as a result of or in any way in connection with your access to or use of the Purchased Products.

9.2 Except to the extent contrary to applicable preceptive law, your contracting party, i.e. Eventim, the Organizer and/or Third Party, respectively, shall not be liable for any damages or costs arising in connection with your contract, including but not limited to transportation, accommodation, baggage, loss or damage of personal property or valuables, medical emergencies, personal injury, illness, emotional trauma, etc. In addition, in no event shall your contracting party be liable for consequential damages, e.g., expenses related to accommodation, transportation, etc., unless required by applicable law.

If, notwithstanding this Section 9.2, your contracting party is found to be liable for any damages or costs, such liability will be reduced or waived in the event of your negligence, if any, in causing or contributing to the damage. Furthermore, such liability shall be limited to the amounts paid by you to your contractual partner.

10. Personal data

When you purchase Products, Eventim and in some cases the Organizer and/or Third Party process your personal data. You can find further information in [Eventim Privacy Policy](#).

11. Complaints, disputes and choice of law and jurisdiction

11.1 . Complaints about the Platforms and Eventim's services: Any questions or complaints should be addressed to Eventim Norge AS, Org. Nr. 995 498 057, Grensen 18, 0159 Oslo. E-mail: kundeservice@eventim.no, telephone: 21 95 92 00

11.2. Complaints about events: Any questions or complaints should be addressed to the Organizer, who is your contractual partner (see section 1.3). Contact details for the Organizer are provided on your Purchase Receipt. If there is a problem with the physical conditions of the event, such as restricted access or viewing, you must contact a representative of the Organizer immediately. If you do not contact a representative of the Organizer, you may lose your right to complain.

11.3. Complaints about goods: The rules of the Sale of Goods Act apply. Any questions or complaints should be addressed to your contracting party, i.e. the Organizer or the Third Party (see section 1.3). Contact details for the Organizer and/or Third Party are provided on your Purchase Receipt.

11.4. Complaints about services (other than Eventim services and the event): Any questions or complaints should be addressed to your contractual partner, i.e. the Organizer or the Third Party (see point 1.3). Contact details for the Organizer and/or Third Party are provided on your Purchase Receipt.

11.5. Complaints Resolution Centre and "ODR": If you do not find a solution, you may complain to the "Forbrukerrådet" <https://www.forbrukerradet.no/klageguide/> When submitting the complaint, you must provide an email address for your contractual party that is the subject of the complaint. The email address of Eventim, the Organizer and/or the Third Party (if any) is indicated on your Purchase Receipt.

11.5.1. The European Commission's online complaints portal may also be used to lodge a complaint. This is particularly relevant if you are resident in another EU country. You can submit your complaint via the following link: <http://ec.europa.eu/odr>.

11.5.2. Unless contrary to applicable mandatory law, (i) the agreement between Eventim and you and (ii) the agreement between the Organizer and/or the Third Party and you shall be governed by and construed in accordance with Norwegian law.

11.5.3. If any provision of these Terms is or becomes invalid, unenforceable, or declared non-binding, you shall continue to be bound by the remaining provisions of the Terms. In such event, an invalid provision shall be enforced to the maximum extent permitted by applicable law.

TERMS FOR USE OF EVENTIM'S PLATFORMS

12 The Platforms and compatibility

12.1 To use the Platforms, you will need a compatible browser and/or device. Any costs related to your mobile or data provider, e.g., for messaging, data, and other charges, will apply regardless.

13 Amendments and software updates

13.1 To ensure the continuous functionality of the Platforms and bring you additional functionalities, Eventim may from time to time add new features or enhancements as well as remove features in the Platforms. Further, Eventim constantly updates its Platforms, including its software, this being the only way to make improvements to it, offer new services and fix potential bugs. Each software update from Eventim may result in the deletion of previously available features or in the addition of new ones.

Provided that these changes do not materially affect your rights or obligations, Eventim will not provide you with notice beforehand. If the changes are material, Eventim will notify you in accordance with current legislative requirements.

13.2 Whenever a new update is published, Eventim will no longer offer technical support for the previous versions.

13.3 An update may require that the device on which it is to be installed meets certain technical requirements to work properly. You must carefully read said requirements before installing a new update.

13.4 Your use of the Platforms following the posting of a modified version of the Terms will mean you accept that modified version. If the modified terms are not acceptable to you, your only option is to stop using the Platforms.

14 Intellectual property rights and restrictions of use

14.1 Eventim, the Event Organizer and Third-Parties retain ownership of all proprietary rights to the Platforms and the Products, and in all trade names, trademarks and service marks associated or displayed herewith. When you download any software from the Platforms, in relation to the Platforms, Eventim only grants you a limited, personal, non-transferable, and non-exclusive license to use such software. With respect to any open source or third-party code that may be incorporated in the Platforms, such open-source or third-party code is covered by the applicable open source or third-party license (EULA), if any, authorizing use of such code.

14.2 Eventim exclusively retains ownership of all rights, titles, and interests in and to all intellectual property rights as well as the rights to the look and feel including infrastructure of the Platforms, etc.

14.3 The Platforms is made available for personal and non-commercial use only. You are not allowed to:

- re-sell, hyper/deep-link, use, copy, publish, modify, translate, decompile, reverse engineer, decipher, transmit, create any derivative works from, make use of, use as meta tags, reproduce in any way, promote, market, integrate, utilize, combine, monitor (e.g., spider, scrape), use datamining, frame, mirror, display, download, reproduce, or otherwise use any content on the Platforms, including but not limited to any pictures, images, copyrighted material, trademarks and names, service marks, or other intellectual property, proprietary information or any other content or information, software, without Eventim's prior written consent;
- use or develop applications that interact with the Platforms, without Eventim's prior written consent; or
- use, store, upload viruses or other malicious ware or compromise the security of the Platforms or promote behavior in violation of the Terms.

15 Personal data and cookies

15.1 When you use the Platforms, Eventim processes your personal data. For further information, please see Eventim's Data Policy.

16 Liability and disclaimer

16.1 You agree, to the extent permitted under applicable law, to indemnify, defend and hold Eventim, the Event Organizer and Third-Parties harmless against all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of the Platform and/or the purchased Products.

16.2 The Platforms are provided by Eventim on an 'as is' and 'as available' basis. To the extent permitted by applicable law, Eventim does not guarantee that the Platforms will be uninterrupted, error- or virus-free. Eventim reserves the right to revise the Platforms or deny access to them at any time. Eventim expressly disclaims any express or implied warranties, including, without limitation, warranties of title, non-infringement, fitness for a particular purpose, availability, accuracy, reliability, or content of the Platforms. You agree and acknowledge that use of the platforms is at your sole risk. Eventim shall not be liable for any direct, indirect, incidental, special or consequential or other damages, lost profits, business revenue, goodwill, anticipated savings, or data, caused using or inability to use the Platforms even if the possibility of such damages has been advised.

ATTACHMENT 1: STANDARD CANCELLATION FORM

(You may complete and submit this form if you wish to exercise your right of cancellation, see section 6.3)

To: Eventim Norge AS on behalf of the Organizer or Third Party

CVR no. 995 498 057

Grensen 18

0159 Oslo

E-post: kundeservice@eventim.no

I hereby declare that I wish to exercise my right of withdrawal in connection with my purchase agreement for the supply of the following goods or services

Order no:

Ordered date:

Consumer's name:

Consumer's address:

Consumer's e-mail address:

Consumer's telephone number:

Date:

Date: 20.03.2023