Terms of Use for the ‘EVENTIM.Light’ portal operated by EVENTIM UK Ltd.

EVENTIM UK is a CTS EVENTIM AG & Co. KGaA company

CTS EVENTIM AG & Co. KGaA, listed in the MDAX segment (ISIN DE0005470306), is one of the world’s leading providers of ticketing services, with operations in 26 countries. Whatever the scale of live events, EVENTIM provides superb marketing opportunities in the form of first-rate ticketing systems, intelligent marketing and analytical tools, strategic partnerships and outstanding services. More than 250 million admission tickets for around 200,000 events are sold annually using the systems developed and marketed by the EVENTIM Group.

EVENTIM.Light is a simple to use, browser-based, self-service ticketing platform, designed to allow the selling of tickets for events via a separate online shop. Purposefully designed with a streamlined functionality, the user interface requires no training, allowing the event organiser to create their events with ease.

1. Registration & Access to EVENTIM.Light

1.1 By accepting these Terms of Use, the Event Organiser is making EVENTIM UK Ltd. an offer to conclude a contract for the use of EVENTIM.Light. EVENTIM UK Ltd. is free to accept or reject the offer; notification of the result will be given by email. If the offer is rejected, EVENTIM UK LTD. has the right to delete the registration data of the Event Organiser.

1.2 Once registration has been fully completed, the Event Organiser can create and administer their own events, but they will not be published until authorised by a member of the EVENTIM UK Ltd team. Authorisation is only required when creating your first event. All subsequent events do not need to be authorised by the EVENTIM UK Ltd team.

1.3 Once a contract has been concluded in accordance with clause I.2 above, the Event Organiser has the right to use all available functionality within EVENTIM.Light.

1.4 The Event Organiser shall gain access to the system by entering their email address and generating a password which must remain confidential and satisfy the customary security requirements, prohibiting any unauthorised use by third parties.

1.5 The Event Organiser shall notify EVENTIM UK Ltd. immediately if there is any knowledge or suspicion that their login details are being misused. In such a case, EVENTIM UK Ltd. has the right to block access to EVENTIM.Light until such time as the issue has been resolved. The Event Organiser bears liability for any misuse of access to EVENTIM.Light for which the Event Organiser is responsible.

1.6 The Event Organiser shall provide and maintain the technical requirements for accessing EVENTIM.Light, in particular the hardware and operating system software, connection to the Internet and the current browser software. The Event Organiser shall also use the standard browser security settings and deploy anti-malware protection mechanisms which should be maintained and updated as applicable.

2. Services provided by EVENTIM UK Ltd.

2.1 EVENTIM UK Ltd. enables the Event Organiser to sell admission tickets for their own events using the EVENTIM.Light online shop and, as an optional extra, via EVENTIM’s proprietary sales channels (Ticket hotline and online shops such as eventim.co.uk) and via numerous ticket offices connected to the EVENTIM network throughout the UK and in other European countries.

2.2 The Event Organiser is not permitted to enter and manage events in EVENTIM.Light on behalf of other Event Organisers, unless a separate supplementary agreement to that effect has been agreed with EVENTIM UK Ltd.

2.3 For the term of this contract, EVENTIM UK Ltd. grants the Event Organiser a simple and non-transferable right to use EVENTIM.Light.

2.4 EVENTIM UK Ltd. reserves the right to modify and or adapt EVENTIM.Light to cater for software developments and enhancements that improve the user experience of both the Event Organiser and the customer. EVENTIM UK Ltd. shall notify the Event Organiser about any **material** changes relating to EVENTIM.Light via email, to the address used at the point of registration.

2.5 EVENTIM UK Ltd. will provide support for the Event Organiser by means of email support which is manned during standard working hours.

2.6 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 shall be ignored when calculating the actual availability.

3. Duties of the Event Organiser

3.1 The Event Organiser shall sell tickets for their events via EVENTIM.Light and additional sales channels as applicable. The Event Organiser shall integrate the EVENTIM.Light online shop provided by EVENTIM UK Ltd. into their own website in order to transact ticket sales.

3.2 The maximum capacity for each event is 2000. Should the Event Organiser require additional capacity, they must contact EVENTIM UK Ltd. by emailing Eventimlightsupport@eventim.co.uk.

3.3 Tickets may only be sold via EVENTIM.Light for events organised by the Event Organiser directly; it is not permitted to sell vouchers, merchandise, tickets for events organised by third parties, without advanced consent from EVENTIM UK Ltd.

3.4 All information and data pertaining to the event is entered by the Event Organiser directly onto the EVENTIM.Light platform and as such the Event Organiser is responsible for the accuracy of this information. This information includes, but is not limited to, event title, pricing, advertising material (copy & images) and event related information such as door time, start times and age restrictions. EVENTIM UK Ltd. accepts no liability for any incorrect information listed on the EVENTIM.Light online shop.

3.5 If the Event Organiser opts to utilise the additional sales channels as outlined in clause 2.1, these sales channels shall be kept open until the date of the event, or as previously agreed in advance.

3.6 The Event Organiser grants EVENTIM UK Ltd., for an unlimited period 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 promotional media, as well as on the Internet (e.g. eventim.co.uk), and to grant equivalent rights to sales Event Organisers of EVENTIM UK Ltd (e.g. ticket offices, Event Organiser 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 Event Organiser 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 EVENTIM UK Ltd. entirely free from any third-party claims asserted against EVENTIM UK Ltd. and/or sales Event Organisers of EVENTIM UK Ltd. 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 EVENTIM UK Ltd. and/or sales Event Organisers of EVENTIM UK Ltd.

3.7 EVENTIM UK Ltd. has the right to remove materials used by the Event Organiser, if third parties credibly assert that their rights are infringed by such use, or if any other good cause exists such as offensive/prejudice/racist imagery.

4. print@home and EVENTIM ticket material

4.1 Tickets sold via EVENTIM.Light are provided to the ticket buyer in the form of a print@home ticket only. Tickets will be received by the customer in the form of an electronically issued PDF document, printable from any standard printer and will not be posted. Tickets can be stored in the Apple Wallet which can then be scanned from the consumers mobile device, as applicable.

4.2 On each print@home ticket, the lead bookers first and last name will be printed on each ticket for identification purposes., though the lead booker does not have to be in attendance for each ticket entering the venue unless otherwise specified.

4.3 Payment by credit and debit cards are the only payment methods accepted on the EVENTIM.Light platform currently; EVENTIM UK Ltd. reserves the right to offer other methods of payment in the future.

4.4 It is the Event Organisers responsibility to implement suitable means for checking the validity of tickets is in place, for example, an access control solution.

4.5 EVENTIM UK Ltd. would advise that suitable access control measures are implemented to ensure each barcode (ticket) is only permitted access once to the event. EVENTIM UK Ltd. offers an access control solution which can be purchased / leased by the Event Organiser for their event; for further information, please contact us directly by emailing Eventimlightsupport@eventim.co.uk

4.6 EVENTIM UK Ltd accepts no responsibility for any ingress issues that may arise if access control is not implemented.

4.7 Tickets sold via the web shops operated by EVENTIM UK Ltd. (e.g. eventim.co.uk), including the respective Event Organiser shops, or via ticket offices connected to the EVENTIM UK Ltd. network, will be issued on standard EVENTIM ticket stock.

5. Cancellation/postponement of an event

5.1 If an event is cancelled, the Event Organiser must contact EVENTIM UK Ltd. immediately and close the event for sales. It is the responsibility of the Event Organiser to cease sales on the EVENTIM.Light platform. When an event is cancelled, the Event Organiser grants permission for EVENTIM UK Ltd. to notify all ticket holders and cancel all tickets. Barcodes will be made void, prohibiting access to the event ; as tickets are sold by SMS and print@home, tickets do not need to be returned.

5.2 If an event is postponed, the Event Organiser must email Eventimlightsupport@eventim.co.uk. When an event is postponed, the Event Organiser grants permission for EVENTIM UK Ltd. to notify all ticket holders and cancel all tickets for those customers who are not able to attend the event on the new date. All applicable tickets will be cancelled, and barcodes made void, prohibiting access to the event ; as tickets are sold by SMS and print@home, tickets do not need to be returned.

5.4 EVENTIM UK Ltd will refund the ticket face value back to the original lead booker and to the card used at the point of purchase. EVENTIM UK Ltd will retain all booking fees and or delivery costs as applicable; this process is implemented for any refunds processed for any purpose unless EVENTIM UK Ltd acknowledges a failure in their service delivery.

5.5 When an event is cancelled or postponed the Event Organiser consents to EVENTIM UK Ltd. processing refunds to ticket buyers in advance of the event settlement.

6. Ticket price, charges

6.1 The face value of each ticket is set and determined by the Event Organiser.

6.2 EVENTIM UK Ltd. will charge a booking fee to the customer of 8% of the ticket face value, per ticket which is paid for by the customer at the point of purchase. EVENTIM UK Ltd. reserves the right to adjust these fees as applicable.

6.3 EVENTIM UK Ltd. has exclusive entitlement to the booking fee and any additional delivery fees. These charges along with the ticket face value will be collected and held by EVENTIM UK Ltd. until such time as the event is passes and accounting can take place.

7. Settlement and accounting

7.1 EVENTIM UK Ltd. will settle all face value ticket monies to the Event Organiser within five business days after the event date has passed. The status of the event in the EVENTIM.Light platform, must be switched to ‘finished’ for the settlement process to begin. It is the responsibility of the Event Organiser to ensure this is updated on the system.

7.2 Ticket proceeds are paid to the Event Organiser after accounting has been completed and is limited to the actual payments made by the ticket buyers or debited by other propriety sites operated by EVENTIM UK Ltd (as applicable). EVENTIM UK Ltd will issue final remittances at this time.

7.3 EVENTIM UK Ltd. will send all statements of account to the Event Organiser by electronic means to the email address used at the point of registration onto the EVENTIM.Light system. Should the Event Organiser require an alternative email address to be used for this purpose, they may notify EVENTIM UK Ltd. by contacting Eventimlightsupport@eventim.co.uk

7.4 Any objections to the statements of account issued should be logged with EVENTIM UK Ltd. by the Event Organiser via email and without delay, but no later than two weeks after receipt of the statement of account. The assignment of claims against EVENTIM UK Ltd. on the part of the Event Organiser requires the prior consent of EVENTIM UK Ltd. in writing.

7.5 EVENTIM UK Ltd. has the right to deducts the fees to which it is entitled to in accordance with the applicable price list; the remaining funds are passed on to the Event Organiser. The ticket fee is collected when the ticket is booked and paid by the customer.

7.6 EVENTIM UK Ltd. has the right to set-off any other amounts owed by the Event Organiser against the remaining amount within the meaning of the first sentence in this clause.

8. Advertising

On all advertising, the Event Organiser shall clearly display the specific event link to the EVENTIM network on all advertising materials (posters, print advertisements, etc.) relating to events sold through EVENTIM.Light. In the instance that the Event Organiser chooses to sell tickets via the wider EVENTIM network, they must use the current corporate identity of EVENTIM (please refer to 2.1 above). EVENTIM UK Ltd. shall provide the Event Organiser with such material for this purpose. This is downloadable under www.eventim.de/logos and www.eventim.de/plakatguide . The Event Organiser shall apply these logos to all advertising materials, where reasonable. The Event Organiser shall ensure that the design of the notices and advertisements are legally watertight and in particular shall arrange for any fee references required under competition law in respect of chargeable telephone numbers, etc. to be made.

9. Use of data

9.1 With regard to the collection and use of personal data of EVENTIM.Light users, the Event Organiser and EVENTIM UK Ltd. act as the ‘jointly responsible body’ 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 UK Ltd is the sole responsible body. EVENTIM UK Ltd is the sole service provider within the meaning of the Telemedia Act (Telemediengesetz – TMG).

9.2 The Parties hereby specify, by mutual agreement, the purposes of collecting and using said data: EVENTIM UK Ltd. uses the customer data generated via the EVENTIM.Light online shop provided to the Event Organiser 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 Event Organiser 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, and for which tickets are sold via EVENTIM.Light. 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 joint privacy policy, in which the Parties inform the users of EVENTIM.Light about how their data is used. If one Party collects or would like to use customer data, beyond those provided to the Event Organiser via the EVENTIM.Light online shop, for purposes beyond those specified in the joint privacy policy, this is permissible only with the consent of the respective other Party and subject to the proviso that the joint 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.

9.3 The Event Organiser may download the customer data generated by EVENTIM.Light and jointly specified by the Parties via a link in EVENTIM.Light. This is possible only to the extent permissible under data protection law, and only in compliance with this contract and the joint privacy policy. If the Event Organiser uses customer data in breach of this contract or the joint privacy policy, and if EVENTIM UK Ltd. is sued in that regard by a third party, the Event Organiser shall, when first requested, hold EVENTIM UK Ltd. free from any third-party claims (including any legal defence costs that may be incurred by EVENTIM UK Ltd.).

9.4 The Event Organiser 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 2.1. If and insofar as the Event Organiser specifies, when administering an event, those tickets are also to be sold via the EVENTIM network and via the EVENTIM ticket shops, EVENTIM UK Ltd. alone is responsible regarding the collection and use of the customer data generated via this network and in particular the ticket shops. The Event Organiser has no claim against EVENTIM UK Ltd. to the transmission of such customer data.

9.5 The Parties shall jointly ensure that the obligations to provide information pursuant to Articles 13 and 14 of the 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 UK Ltd. 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 Event Organiser; the Event Organiser shall provide EVENTIM UK Ltd. the necessary information without delay. Should a data subject approach the Event Organiser with such a request, the Event Organiser shall immediately forward the request to EVENTIM UK Ltd. EVENTIM UK Ltd. 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 his or her 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.

9.6 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. 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. Neither Party may commission processors to process customer data unless the prior written consent of the respective other Party has been given. The respective Party wishing to outsource processing is responsible for ensuring compliance with the statutory requirements, including Article 28 GDPR. It shall provide the respective other Party on request with a copy of the data processing agreement to be concluded, as well as any other documents that may be relevant. For the rest, 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 its processing of customer data and the data protection measures implemented in that respect.

9.7 The Parties guarantee 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.

9.8 EVENTIM UK Ltd. bears responsibility for examining and fulfilling any notification duties, vis-à-vis the competent supervisory authority pursuant to Article 33 GDPR or vis-à-vis 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 jointly responsible bodies. 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 relevant in that context. Before notification is submitted, the Parties shall confer and reach mutual agreement on further procedure.

9.9 The Parties shall immediately notify the respective other Party if a supervisory authority for data protection approaches them in connection with this Agreement, the Event Organisers 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, 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 for data protection and/or before information in connection with this Agreement, the Event Organisers or the data processing is surrendered to competent data protection supervisory authorities.

10. Liability

10.1 EVENTIM UK Ltd. bears no liability for disruptions or damage of any 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 UK Ltd. acts in a wilful or grossly negligent manner.

10.2 EVENTIM UK Ltd. bears no liability for damage for which external ticket offices are responsible and accepts no responsibility for handling any legal relationships between the Event Organiser 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 UK Ltd. acts in a wilful or grossly negligent manner.

10.3 No contractual relationship ensues between EVENTIM UK Ltd. and the buyer of a ticket with regard to the actual holding of events. The Event Organiser shall hold EVENTIM UK Ltd. free from any claims asserted against EVENTIM UK

Ltd. by ticket buyers or other third parties due to cancellation, postponement or other problems in connection with an event organised by the Event Organiser.

10.4 These Terms of Use to not limit any liability on the part of EVENTIM UK Ltd. towards the Event Organiser for damage caused wilfully or by gross negligence, for personal injury to life, body or health, or under the Product Liability Act.

10.5 For the rest, EVENTIM UK Ltd. bears no liability for damage caused by ordinary negligence. This exclusion of liability shall not apply if EVENTIM UK Ltd., due to ordinary 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 ordinary 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 if the contract is to be properly implemented.

10.6 If the liability of EVENTIM UK Ltd. is excluded or limited, this shall apply also to the liability of EVENTIM UK Ltd. for its statutory representatives, vicarious agents and their personal liability.

10.7 Any claims on the part of the Event Organiser against EVENTIM UK Ltd. shall be barred by limitation one year after the Event Organiser 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.

11. Confidentiality

The Event Organiser shall use the information obtained in the course of this contractual relationship only for ticket presales and for conducting their events, including advertising and shall not disclose such information to third parties or otherwise exploit it.

12. Applicability, term and termination

12.1 This contract can be terminated by either 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. Termination must be given in writing by the Party.

12.2 EVENTIM UK Ltd. has the right to terminate the contract without notice for good cause. If good cause for termination consists in a breach of material obligations of the Event Organiser, 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, EVENTIM UK Ltd. has the right to deactivate the Event Organiser at the latter’s expense and to block the events immediately for any sales via EVENTIM.Light and the EVENTIM system.

12.3 The Event Organiser, has the right to terminate the contract without notice and for good cause if EVENTIM UK Ltd. acts in material breach of contract and fails to remedy the breach and its consequences within a reasonable period after receiving a warning (in text form) from the Event Organiser 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, EVENTIM UK Ltd. 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, EVENTIM UK Ltd. has the right to discontinue such presales with immediate effect.

14. Amendments to Terms of Use, set-off, change in Event Organiser, severability

14.1 EVENTIM UK Ltd. has the right to amend these Terms of Use, following due notification, with effect for the entire future business relationship with the Event Organiser. An amendment is deemed approved unless the Event Organiser

lodges an objection in text form within one month of being notified of the amendment. EVENTIM UK Ltd. shall draw the Event Organiser's attention to this consequence when giving notification of the amendment.

14.2 The Event Organiser is not permitted to offset any amounts against those owed to EVENTIM UK Ltd., unless such counter-claims are acknowledged, or have been established as final by a court of law. The same principle applies to any exercise of retention rights.

14.3 EVENTIM UK Ltd. 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 Event Organiser hereby consents to such assignment.

14.4 This is the entire contract. No verbal side-agreements have been made. Any amendments or additions to the contract must be in writing to obtain effect. The same principle applies if this requirement of written form is amended.

14.5 Should any provisions of the contract be wholly or partially invalid, this shall have no effect on the validity of the remaining 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.

14.6 This contract is governed and construed by the laws of England and Wales and under the non-exclusive jurisdiction of the English and Wales courts.

Date: 01/08/2019