

### **1. Scope of application and contractual relationships**

(1) The following General Terms and Conditions (hereinafter referred to as "GTC") apply to the purchase of tickets and the attendance of events organised by x-why-z. When purchasing tickets to an event, any general terms and conditions of our official ticket partners through which you purchased the ticket for the event shall also apply. At the same time, the house rules of the respective event venues shall apply. By purchasing and possessing a ticket to an event, the applicability of these GTC is accepted.

(2) Under our terms and conditions customers are considered to be natural entities that enter into a business relationship but do not act as independent contractors or as a commercial business. Under our terms and conditions, companies are considered to be natural or legal entities, or private companies who enter into a business relationship acting as independent contractors or as a commercial business. Customers within the meaning of these terms and conditions are both consumers and businesses.

### **§ 2 Conclusion of contract, payment modalities and right of attendance**

(1) Tickets for all events organized by us are personalized and can only be purchased through our website or through our authorized distribution partners (including Eventim, Ticketmaster, Easy-Ticket, München-Ticket, and their affiliated sales outlets). In the case of purchase through an authorized distribution partner, the general terms and conditions of the distribution partner from whom you purchase the tickets also apply. In the event of a conflict between these GTC and the GTC of the distribution partners, these GTC shall prevail.

(2) Our offers are subject to change without notice. Deliveries and services shall be subject to technical or other changes to the extent reasonable.

(3) Our offers are only an invitation to the customer to order tickets. By placing an order, the customer makes a binding contractual offer. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt can be combined with the declaration of acceptance.

(4) We are entitled to refuse to accept the order – for example after checking the customer's creditworthiness – or in the event of violations of specific conditions that were pointed out in the presale or when attempting to circumvent them (e.g. by logging in and using multiple customer profiles). We are entitled to limit the order to a normal household quantity (usually a maximum of four tickets per order).

(5) The conclusion of the contract is subject to the condition that, in the event of unintentional incorrect or improper self-delivery (e.g., due to an unintentional system error), performance may be withheld or only partially rendered. The customer will be informed immediately if orders are not available or only partially available. Any advance payment will be promptly refunded.

(6) The prices to be paid may exceed the printed ticket prices due to booked additional and/or service (with such additional and/or service services being transparently indicated in the course of the sales process). The statutory VAT is included in the price. The total price of the order including all fees is due after conclusion of the contract.

(7) When ordering via the Internet, service and shipping costs will be charged. These fees will be displayed in the shopping cart when you order. No further undisclosed costs will arise.

(8) Right of Attendance: x-why-z will grant access to the respective event venue and the reserved seats not to everyone, but only to those persons who have purchased the ticket directly from x-why-z or an authorized distributor of x-why-z (including Eventim, Ticketmaster, Easy-Ticket, Munich-Ticket, and their affiliated sales points) or in the context of a permissible transfer according to § 5 Para. 3. x-why-z will therefore only grant the right to attend the respective event (hereinafter referred to as: "Right of Attendance") to those persons who can be identified either by identifying characteristics printed on the ticket (e.g., imprinted name) or who have used the ticket in accordance with Article 5 Para 3. To prove their identity, the respective visitor must carry a suitable official identification document (e.g., ID card, passport) and show this to x-why-z and/or persons commissioned by it (e.g., security personnel) upon request. Tickets purchased via online sale or auction platforms which are not authorized by x-why-z or from other third parties will not convey any Right of Attendance under this Article and may result in legal consequences in accordance with Article 5 Para 4. x-why-z shall fulfill its obligations with regard to the attendance right of the customer or the respective ticket holder who has purchased the ticket in accordance with Article 5 para 3, by granting one-time access to the event venue and making the reserved seats available. x-why-z shall also be released from its obligation to provide the service if the respective person cannot attend the event due to the necessary personalization described above.

### **Article 3 Access authorizations or protection of minors**

(1) Children up to the age of 14 may only attend concerts accompanied by a legal guardian who is also in possession of a valid ticket. Young people between the ages of 14 and 16 are entitled to enter

concerts until midnight with the permission of their legal guardian and accompanied by a legal guardian or educational representative, each with a valid ticket. The corresponding written permission or commissioning must be proven upon entry to the event. For adolescents from the age of 16, access to concerts and music performances is permitted until midnight without the accompaniment of a legal guardian or education officer. In individual cases, different age requirements may apply (e.g. due to requirements of local authorities or the type of event), which will be pointed out in the ordering process and on site.

"A parenting supervisor" can only be a person who meets the following requirements:

- Age of majority,
- Maturity to responsibly provide the necessary support to a child at the event,
- to ensure the child's return home.

3.2 For the protection of children, we are entitled to refuse children access to events if, in our opinion, their protection is not sufficiently guaranteed by their parents or guardians. In this context, we would like to point out the following: Rock or pop events are regularly aimed at adults and are not suitable for children in these cases. Should parents or legal guardians nevertheless wish to attend such events together with children, they shall be responsible for the children's safety. In particular, children must be provided with adequate hearing protection and, if offered for the specific event, seat tickets must be purchased. Further information for the respective concert can be requested from us.

#### **Article 4 No right of return or withdrawal**

Even though x-why-z or its sales partners sell tickets by means of long-distance communication within the meaning of Article 312 para 2 of the German Civil Code, hence a distance contract can exist in accordance with Article 312c para 1 of the German Civil Code, the customer will not possess any right of revocation pursuant to Article 312g para 2 of the German Civil Code. This means that there is no two-week right of return and withdrawal. Every order of tickets is therefore binding immediately after confirmation by e-mail by authorized distributor of x-why-z and the customer is obliged to accept and pay for the tickets ordered.

#### **Article 5 Prohibition of the commercial and business resale of tickets**

(1) Purpose and Objective: To enforce bans on individuals, for other security interests, and to maintain the widest possible availability of tickets to the general public at socially acceptable prices, it is in the interest of x-why-z, its customers, and the visitors of the events to restrict the unauthorized transfer of tickets. This is to prevent price speculation (e.g., the purchase of tickets with the intent of immediate resale and/or the resale of tickets at inflated prices).

(2) Unauthorized Transfer: The sale of tickets is exclusively for the private, non-commercial (i.e., not aimed at generating profit) use by the customer; any commercial or business resale or any other unauthorized transfer of tickets by the customer is prohibited. The commercial and business sale of tickets is reserved exclusively for x-why-z and our authorized distribution partners. In particular, the customer is prohibited from,

- a. Offering tickets for sale publicly at auction (e.g., on eBay) or selling them;
- b. Offering and/or selling tickets for purchase at the sales platforms Viagogo, StubHub or Ticketbande is not authorised by x-why-z;
- c. Offering or transferring Tickets at a price higher than the price paid;
- d. Selling or transferring Tickets to industrial and/or commercial resellers and/or ticket dealers;
- e. Using or allowing the use of tickets for commercial or business purposes without the explicit prior written consent of x-why-z, e.g., for raffle purposes, for advertising, marketing, as a promotional gift, or as part of an unauthorized hospitality or travel package;

(3) Permissible transfers: A private transfer of a ticket for non-commercial reasons, especially in cases of illness or other hindrance of the customer, is allowed if it does not constitute an unauthorized transfer within the meaning of Article 5 para 2. The customer shall only transfer the rights and obligations arising from the visitor contract to a third party if the third party enters into the contract with x-why-z in their place, assuming all rights and obligations. This Admission requires the approval of x-why-z, which is hereby granted in advance under the following conditions if:

- a) the transfer is a case of permissible transfer as described above in this Article 5 para. 3,
- b) the customer explicitly informs the new ticket holder of the applicability and content of these General Terms and Conditions (GTC), and the new ticket holder agrees to the applicability of these GTC between him/her and x-why-z.

The transfer of individual rights from the visitor agreement is excluded if any of the conditions mentioned in (a) or (b) are not met.

#### (4) Measures in the event of impermissible transfer:

In the event of one or more violations of the regulation in Article 5 para 2 and/or other impermissible transfers of tickets, x-why-z is entitled, subject to the imposition of a contractual penalty in accordance with Article 8,

(a) Tickets which, prior to transfer or shipping to the customer, are subject to the regulations in Article 5 para 2 before being transferred or delivered to the customer;

(b) block the Tickets in question and deny the Ticket Holder entry to the Venue or expel them from the Venue without compensation.

#### **Article 6 Personalized tickets**

(1) All tickets are personalized (even without a name imprint). x-why-z will not grant access to the respective event to every ticket holder, but only to those ticket holders who have purchased the ticket directly from x-why-z or an authorized distribution partner of x-why-z (including Eventim, Ticketmaster, Easy-Ticket, Munich-Ticket, and their affiliated sales points) or in the context of a permissible transfer according to Article 5 para 3 because of the foregoing. If a contracting partner of ours has lawfully acquired several visitor rights for themselves and third parties within the framework of a visitor agreement, the transfer occurs by the contracting partner assigning these visitor rights to multiple third parties in a permissible manner. Separate visitor agreements with the entering persons are thereby established with the assumption of all rights and obligations and only in compliance with all conditions of Article 5 para 3 because of the foregoing.

(2) As proof of identity, the respective customer or event visitor must carry a suitable official identification document (e.g., identity card, passport) and present it at the request of x-why-z and/or persons authorized by it (e.g., security personnel). By presenting the ticket at the entrance to the event (in particular by scanning the tickets), the Visitor declares to be entitled to attend the event.

(3) Upon request, the customer is obliged to provide information about all circumstances that are necessary for the assessment of compliance with the transfer provisions in accordance with Article 5 para 2 and Article 3 and is obliged to provide the name and address of the Buyer.

(4) In the case of personalization with a name imprint (e.g., buyer personalization or individual personalization), if the ticket buyer is prevented from attending the event, a re-personalization is required for the transfer of the tickets. The re-personalization shall be carried out via x-why-z. or the sales partner from whom the ticket was purchased. Otherwise, the conditions communicated at the time of ticket purchase apply to the re-personalization. With the re-personalization, the originally named person loses the right to visit.

(5) Repersonalization of tickets via [www.fansale.de](http://www.fansale.de)

- a. You have the option to have tickets re-personalized through your customer account at [www.fansale.de](http://www.fansale.de), the ticket exchange operated by our sales partner Eventim ("CTS"), under the following conditions.
- b. On the ticket exchange, CTS offers the released ticket(s) for sale up to 24 hours before the start of each event. You set the price at which your ticket(s) will be sold. However, the price is limited to the printed ticket purchase price. As long as the tickets have not yet been sold, you can withdraw your offer at any time via your customer account on [www.fansale.de](http://www.fansale.de).
- c. At your request, the respective released ticket(s) can be reserved for one or more third person(s) for a maximum period of 48 hours. In this case, the released ticket(s) will be offered for purchase exclusively to this third person(s) within the aforementioned reservation period. For this purpose, CTS will provide you with a link that you can forward to one or more third parties. The third person who first purchases the released ticket(s) via this link within the aforementioned reservation period will receive the ticket. If the ticket is not purchased within the above-mentioned reservation period, it will be placed for sale on the ticket platform [www.fansale.de](http://www.fansale.de).
- d. If the released ticket(s) is sold, you will be informed immediately. Your tickets will be blocked so that they will no longer be eligible for admission. A new ticket will be generated for the buyer. The buyer of a ticket sold through the ticket exchange pays a fee of EUR 10.00. The amount equivalent to the purchase price will be credited to your account or your credit card account after sale via the CTS ticket exchange. The possibility to use the re-personalization exists up to 24 hours before the start of the respective event.
- e. If and insofar as the released ticket (s) is not sold, your tickets will not be blocked so that they will still be eligible for admission.

#### **Article 7 Special features of digital tickets**

(1) All digital tickets are personalized, i.e. only the person who is the holder of the right to visit has the right to request access to the event. x-why-z provides the Buyer with a digital ticket on the Buyer's mobile device for each booked and paid ticket. A digital ticket only entitles one person to enter the booked event at a time. If a buyer purchases several digital tickets, they will only be displayed on their mobile device.

A third party whose name is not listed on the digital ticket will only be granted access to the event if they enter the event at the same time as the person listed by name on the digital tickets. Upon access to the event, the Buyer's mobile device must be passed on to each further visitor in their presence to scan the respective authorization code into the reader. By presenting the digital ticket at the entrance to the event (in particular by scanning the authorization code into the reading devices), the visitor declares that they are authorized to attend the event.

(2) The sale of digital tickets is exclusively for private, non-commercial use by the visitor; any commercial or business resale of the digital tickets by the visitor is prohibited. A private transfer of a digital ticket for non-commercial reasons, in particular in individual cases of illness or other prevention of the ticket Buyer, is permissible under the conditions specified in the following:

In order to prevent the resale of digital tickets at inflated prices, i.e., in the interest of maintaining a reasonable price structure, to avoid crimes related to attending the event, and to enforce house bans, the organizer's consent for a third party to enter into the visitor agreement is granted if the rights and obligations from the visitor agreement (and thus also the right to attend) are transferred to a third party solely by the original purchaser selling the personalized digital ticket on the resale platform authorized by x-why-z, namely Eventim fanSALE. In the following cases, the consent of x-why-z to the entry of a third party into the visitor contract is expressly **not** granted:

- a. when selling the right to visit or digital tickets outside the resale platform authorized by x-why-z, Eventim fanSALE
- b. when selling the right to visit or digital tickets within the context of auctions not authorized by x-why-z (in particular on the Internet) or via Internet marketplaces/ticket exchanges not authorized by x-why-z itself or by third parties;
- c. in the case of commercial or business sale of the right to visit or digital tickets without the explicit prior written consent of x-why-z;
- d. When transferring (including free distribution) the right of attendance or digital tickets for the purposes of advertising, marketing, as a bonus, giveaway, prize, or as part of an unauthorized hospitality or travel package;
- e. when transferring (including free distribution) the right to visit or digital tickets without explicit reference to these Ticket Terms and Conditions, in particular the transfer restrictions.

In the event of an unauthorized distribution, x-why-z is entitled to the rights referred to in Article 5 para 4 and to impose a contractual penalty in accordance with Article 8.

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- b. On the ticket exchange, CTS offers the released ticket(s) for sale up to 24 hours before the start of each concert. You set the price at which your ticket(s) will be sold. However, the price is limited to the printed ticket purchase price. As long as the tickets have not yet been sold, you can withdraw your offer at any time via your customer account on [www.fansale.de](http://www.fansale.de).
- c. At your request, the respective released ticket(s) can be reserved for one or more third person(s) for a maximum period of 48 hours. In this case, the released ticket(s) will be offered for purchase exclusively to this third person(s) within the aforementioned reservation period. For this purpose, CTS will provide you with a link that you can forward to one or more third parties. The third person who first purchases the released ticket(s) via this link within the aforementioned reservation period will receive the ticket. If the ticket is not purchased within the above-mentioned reservation period, it will be placed for sale on the ticket platform [www.fansale.de](http://www.fansale.de).
- d. If the released ticket(s) is sold, you will be informed immediately. Your tickets will be blocked so that they will no longer be eligible for admission. A new ticket will be generated for the buyer. The buyer of a ticket sold through the ticket exchange pays a fee of EUR 10.00. The amount equivalent to the purchase price will be credited to your account or your credit card account after sale via the CTS ticket exchange. The possibility to use the re-personalization exists up to 24 hours before the start of the respective event.
- e. If and insofar as the released ticket (s) is not sold, your tickets will not be blocked so that they will still be eligible for admission.

### **Article 8 Contractual penalty**

The following contractual promise serves primarily to prompt the customer to comply with the cease and desists obligations promised by them in accordance with Article 5 para 2 of these General Terms and Conditions which obligate them to refrain from (further) violations based on the promised penalty.

(1) Conditions: In the event of a culpable violation of these General Terms and Conditions (GTC), particularly against one or more provisions in Article 5 para 2 sub-article a), sub-article b), sub-article c), sub-article d) or sub-article e), x-why-z is entitled, in addition to the other possible measures and sanctions under these GTC and without prejudice to any further claims for damages, to impose a contractual penalty of up to EUR 2,500 on the customer or the respective seller, at its reasonable discretion (Article 315 of BGB). The appropriateness of this penalty can be reviewed by the competent court in the case of a dispute.

(2) Amount: The amount of the contractual penalty is determined in particular by the number and severity of the violations, the nature and degree of fault (intentional or negligent), the efforts and successes of the customer in terms of damage compensation, whether and to what extent the customer is a repeat offender, and in the case of unauthorized resale of tickets, the number of tickets offered, sold, transferred, or used, as well as any proceeds or profits obtained from the resale.

### **Article 9 Return of Concert Tickets / Refund of Purchase Price**

(1) A claim for the return of concert tickets and a refund of the purchase price generally exists only in the event of cancellation or change of the event date of concert performances. A change in the venue of the event and/or a change in the supporting program does not entitle the holder to return the tickets.

(2) The right to a refund of the purchase price within the meaning of Article 9 must be asserted in the event of a postponement to another date no later than midnight on the day before the replacement event. In such a case, the customer will be informed of this by e-mail in a separate message.

(3) If the event is cancelled or postponed to another date without replacement, the customer will be reimbursed the full purchase price of the admission ticket upon presentation of the original admission ticket. Travel and/or accommodation costs will not be reimbursed.

(4) x-why-z generally does not create reprints in the event of loss of the ticket or the like. In the event of loss of the ticket, the customer will not receive a replacement ticket or similar. If the ticket has been altered or destroyed in whole or in part, x-why-z is entitled to invalidate it.

(5) The customer's right to withdraw from the contract due to a breach of duty attributable to x-why-z, in accordance with statutory provisions, remains unaffected. However, the assertion of claims for damages and/or reimbursement of expenses is subject to Article 11.

### **Article 10 Measures in the event of a risk to safety**

(1) For security reasons, x-why-z may temporarily or completely vacate and cordon off individual areas of the venue without this giving rise to a claim for a partial refund of the ticket price. The instructions of x-why-z in this regard or the instructions of the persons and companies commissioned by x-why-z must be followed immediately, in particular to avert the risk to life or limb.

(2) Events generally take place in any weather. x-why-z reserves the right, however, to interrupt or cancel the event at any time in the event of a risk to visitors due to weather conditions. In the event of a corresponding interruption of the event, the visitor is not entitled to a full or partial refund of the ticket price.

### **Article 11 Limitations and indemnification of liability**

(1) Attendance at and presence in the event venue is at your own risk. x-why-z and/or its vicarious agents are liable for damages, regardless of the legal basis, only in cases of intent or gross negligence, or—limited to the foreseeable, contract-typical damage at the time of contract conclusion—in the event of a breach of essential contractual obligations. Essential contractual obligations are those: which enable the proper execution of the contract; which would jeopardize the purpose of the contract if violated; and on whose observance the customer typically relies. This limitation of liability does not apply to claims for damages arising from injury to life, limb, or health, or from any other basis for liability mandated by law.

(2) As far as we provide links to other websites with links, we are not responsible for the foreign content contained therein. We do not endorse or adopt any content found on third-party websites. As soon as we note unlawful contents on third parties' websites we will block the access to these websites without delay.

(3) The customer indemnifies us against all disadvantages that we may incur from third parties due to damaging actions of the customer – regardless of whether intentional or negligent.

(4) x-why-z is not liable for travel and/or accommodation costs.

### **Article 12 Hearing and other health damage**

(1) The event visitor is aware that music events have a high sound level and he hereby agrees. It should also be noted that pyrotechnics, lasers, smoking machines, strobe lighting or other special effects may take place as part of the event. Liability for hearing and other health damage of visitors only exists if x-why-z or its vicarious agents are guilty of intent or negligence or if the x-why-z has culpably failed to properly fulfil a duty of public safety incumbent on it. The immediate proximity of the visitor to the loudspeaker boxes must be avoided; appropriate barriers must be observed in any case. The use of hearing protection is strongly recommended – especially near the stage.

(2) If the event takes place outdoors, it is strongly recommended to wear or bring suitable clothing and shoes to protect against possible weather conditions.

### **Article 13 Loss of access authorization when leaving the event venue**

Before entering the venue for the first time, the tickets will be scanned or completely invalidated. The visitor must carry the admission ticket with them during the event. Upon leaving the event venue, the ticket or visitor generally loses their right of entry, and there is no entitlement to re-entry after leaving the venue.

### **Article 14 Obligations of the customer when attending the event**

(1) Hazardous objects such as gas containers, pyrotechnic articles (e.g. torches, fireworks or sparklers), laser pointers, weapons of any kind and objects that can be used as projectiles – in particular bottles and cans – may not be brought to any event. Animals are also not allowed in the venue.

(2) Upon entry to the event venue and/or the premises, a security check, including a body search (body check) and inspection of brought items, will be conducted by the security service. The organizer is entitled to refuse entry to the event in the following cases:

- if the visitor carries unauthorized objects or substances according to the respective house rules of the venue or
- poses another risk to the safety and health of the visitor or other visitors (e.g. in the event of aggressive behavior, in the absence of proof of access authorization) or
- the ticket used for entry has been invalidated or the visitor violates the terms and conditions in any other way.

We reserve the right to carry out random checks during the event to ensure the safety of the event.

We reserve the right to refuse entry if a visitor refuses to leave behind items that, in our reasonable opinion, may cause danger or disturbance to other participants of the event or that belong to the items listed as unauthorized in the respective house rules of the venue.

(3) Tape recorders, film, photo or video cameras may not be carried or operated at the event. Recordings of any form are prohibited – any abuse will be prosecuted.

(4) In the event of violation of Article 14 para 3, x-why-z and its employees are entitled to collect recording equipment and cameras and to retain them for a fee until the end of the event. Films and recording materials of any kind on which parts of the event are recorded can be collected and stored by x-why-z. They will be returned to the owner if the owner has agreed to the prior deletion of the record.

(5) Visitors who are obviously drunk, drugged or similarly conspicuous are in any case not entitled to enter the venue.

(6) The orders of x-why-z and/or the security service used by x-why-z must be followed without restriction at all times.

(7) Escape and rescue routes, supply routes and stairs must be kept free at all times, may not be used as seating and must be crossed quickly.

(8) x-why-z reserves the right to refuse the persons concerned access to the concert event or to exclude them from the event in any case of a violation of the above paragraphs.

The same applies in the presence of an important reason, particularly if a visitor commits criminal acts (e.g., assault, theft, drug trafficking, etc.) on the event venue premises, sets off fireworks, or endangers the organizer's employees or other visitors in any other way (e.g., through crowd surfing or similar actions). If x-why-z exercises its right to exclude anyone, the ticket will lose its validity. In such a case, a claim for re-entry or a refund of the purchase price is excluded.

### **Article 15 Sound and/or image recordings of the organizer**

(1) In the event that images and/or sound recordings, such as radio or television recordings, are made by authorized persons during the event, the customer agrees that they may be recorded in image and/or sound and that these recordings may be reproduced, distributed, and publicly displayed, particularly broadcasted, without any claim for compensation, provided that legitimate interests of the customer are not opposed.

## **Article 16 Supplementary provisions for holding events during the SARS-CoV-2 pandemic**

For access to and presence in the event venue, which are subject to special requirements, regulations, and/or measures by authorities or other governmental institutions in connection with the SARS-CoV-2 pandemic, the following provisions apply:

(1) The customer or event visitor acknowledges that the event may not take place in the originally intended manner, particularly due to statutory, regulatory, or official requirements, regulations, and/or measures. In particular, the customer or event visitor acknowledges that the holding and participation in an event at the venue may be subject to compliance with additional rules, regulations, and requirements set by x-why-z. The customer or event visitor accepts that x-why-z, at its reasonable discretion, may establish appropriate conduct and hygiene rules beyond the statutory, regulatory, or official requirements, regulations, and/or measures to protect the health of customers and employees. Customers or event visitors are obliged to comply with these rules.

(2) x-why-z will be entitled to cancel tickets from individual customers to reduce the number of visitors should this become necessary due to statutory, regulatory or official orders or comparable measures. In the event of the final cancellation of the event or the cancellation of the tickets purchased by the customer, the customer will be refunded the paid purchase price.

(3) x-why-z may assign the customer or event visitor seats different from those originally ordered, of the same or a higher category, for important reasons such as maintaining distance requirements or implementing protection and hygiene concepts. In such cases, the customer or event visitor has no claim to a refund of the purchase price or any other compensation.

(4) x-why-z is entitled to deny access to and/or the continued presence of the customer or event visitor in the respective event venue without any claim for compensation and/or to expel the customer or event visitor from the venue, also without any claim for compensation, if the customer or event visitor:

- fail to comply with the applicable statutory, regulatory and/or official conditions and requirements and/or fail to follow the provisions of x-why-z hygiene and protection concept; in particular, but not exclusively, fail to provide appropriate proof demonstrating their vaccination against or recovery from SARS-CoV-2 and/or a negative test, fail to wear a medical mouth and nose covering in the prescribed areas or fail to comply with the distancing requirements,
- are ill with SARS-CoV-2 on the date of the event or have tested positive for SARS-CoV-2 within the 14 days prior to the start of the Reservation period, have knowingly had close contact with a person who has tested positive for SARS-CoV-2 or have symptoms typical of suffering from SARS-CoV-2 (cough, fever, runny nose, a disruption to or loss of sense of smell or taste, shortness of breath) in the 14 days before the Reservation period, or
- has been in a risk area (such as a high-risk area, virus variant area) or comparable area within the last 14 days before the start of the event and is therefore subject to legal, regulatory, or official provisions that preclude access to or remaining in the event venue.

(5) For important reasons, particularly based on statutory, regulatory, or official requirements or the protection and hygiene concept of x-why-z, if the submission of proofs and/or declarations by the customer or event visitor is prescribed for access to the event venue, x-why-z is entitled, in accordance with relevant data protection regulations, to make access to the venue dependent on the submission of such proofs and/or declarations and to verify the submitted proofs and/or declarations.

(6) x-why-z points out that it may be required to collect the contact details of the customer or event visitor and provide them to the competent authority for the purpose of tracking infection chains. The customer or event visitor shall therefore provide their contact details in full and properly. x-why-z will process the data in question in accordance with the relevant data protection regulations (e.g., Article 6 para 1 sentence 1 sub-article. c of GDPR in conjunction with the applicable statutory regulations); this will also include any forwarding to the competent authority.

(7) The customer or event visitor must follow the instructions and requirements of x-why-z and its staff. The customer or event visitor will acknowledge that even with comprehensive protection and hygiene concepts, the risk of infection with SARS-CoV-2 when attending the event cannot be entirely ruled out.

## **Article 17 Force majeure**

In other cases of force majeure or the like, the information listed in Article 16 will apply in full accordingly.

### **Article 18 Dispute resolution**

The EU offers an online platform which the customer or event visitor can turn to in order to settle consumer disputes out of court: <http://ec.europa.eu/consumers/odr/>.  
x-why-z will not take part in any dispute settlement procedure before a consumer arbitration board.

### **Article 19 Data protection, use of data**

(1) Details on the data protection, use and processing of personal data can be viewed here: <http://x-why-z.eu/datenschutz>.

(2) Unless specifically stated otherwise in the General Terms and Conditions, personal data of the customer and/or the event visitor will be processed, firstly, in order to fulfil a contract between x-why-z and the customer/ticket holder in accordance with Article 6 para 1 sentence 1 b) GDPR. On the other hand, the personal data of the customer and/or the event visitor is processed in order to protect x-why-z's legitimate interests. The legitimate interests arise, among other things, from Article 5 para 1.

(3) The customer has been informed about the type, scope and purpose of the collection, processing and use of the personal data required for the execution of orders. The data will not be passed on through sale, rental or exchange (see <http://x-why-z.eu/datenschutz>).

### **Article 20 Choice of law, place of performance and jurisdiction**

(1) Choice of law: The law of the Federal Republic of Germany will apply.

(2) Choice of law for consumers: For consumers who are not concluding the contract for professional or commercial purposes, the choice of law in accordance with Article 20 para 1 only insofar as the protection provided is revoked by mandatory provisions of the law of the State in which the consumer has his habitual residence shall apply.

(3) CISG: The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(4) Place of performance: For delivery and payment, the sole place of performance is the registered office of x-why-z.

(5) Place of jurisdiction: If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive jurisdiction for all disputes arising from this contract is the business headquarters of x-why-z. The same applies if the customer is an entrepreneur and has no general jurisdiction in Germany or if the residence or usual place of abode is not known at the time the action is brought. This shall not affect x-why-z's right to bring an action before a court at another statutory place of jurisdiction.

### **Article 21 Final clause**

(1) Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. The entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision. The same applies to any regulatory gaps.

- Last updated: September 2024 -