

# General Terms and Conditions

concerning concert events organized by MCT Agentur GmbH

For reasons of readability, the simultaneous use of the language forms male, female and diverse (m/f/d) is avoided. All references to persons apply equally to all genders.

## 1. SCOPE, CONTRACTUAL RELATIONS

- 1.1. The present General Terms and Conditions (hereinafter "GTC") apply to concert events (hereinafter "Concert(s)") organized by MCT Agentur GmbH, Strausberger Platz 2, 10243 Berlin, Managing Directors: Scumeck Sabottka, Asita Sadeghian and Kristin Schulz, entered in the Commercial Register kept by the Amtsgericht [Local Court] of Berlin under the number HRB: 65613 (hereinafter "We", "Us" or "MCT"), with MCT acting as concert event organizer. They govern the relationship in place between MCT and the purchasers of tickets (hereinafter "You" or the "Customer"). The GTC are a component part of the agreement as to the acquisition of concert tickets (hereinafter "Tickets"). In the event that the Customer uses general terms and conditions of its own that contradict our GTC set out here, these shall not become a component part of the agreement unless we have consented to them in writing.
- 1.2. By purchasing a Ticket, You as our Customer will confirm that You are aware of these GTC and that You have accepted them as being binding upon yourself. Should You acquire the Ticket(s) online, You will confirm this by clicking on the button "I also confirm that I have read the General Terms and Conditions of the event organizer and accept them" [*"Ich bestätige außerdem, dass ich die Allgemeinen Geschäftsbedingungen des Veranstalters gelesen habe und stimme ihnen zu"*].
- 1.3. Besides the present GTC, the general terms and conditions of the respective owner of the venue and its site shall apply for the respective venue (including the corresponding house rules). These terms are included herein by reference.

## 2. CONCLUSION OF THE CONTRACT, TICKET PURCHASE PRICE AND DUE DATE, NO RIGHT OF REVOCATION, AND EXCLUSION OF CHILDREN UNDER THE AGE OF SIX YEARS

- 2.1. Tickets for a concert may be purchased directly from one of our distribution partners in advance ticket sale service points, via the internet, or via ticket hotlines. When You purchase Tickets, a contract for attending the Concert is always concluded between You as

the Customer and MCT as the concert organiser. Our distribution partners broker the sale of the Tickets on behalf of MCT and for our account. The general terms and conditions employed by our distribution partners have equal rank with the present GTC and are likewise to be observed. Where our distribution partners' terms deviate from the MCT GTC, the latter shall govern.

- 2.2. The ticket purchase price, which is comprised of the basic ticket price, the advance booking charge, the charge for mass transit, the system charge and other fees, in each case including statutory VAT (hereinafter "Ticket Purchase Price") is due in full to MCT. The Ticket Purchase Price is due for payment immediately upon the contract having been concluded, unless a different payment deadline is provided to You in the course of the order process.
- 2.3. Our distribution partner may charge additional fees on its own behalf. This will be indicated to you in the course of the order process.
- 2.4. Until payment of the Ticket Purchase Price is made in full, the Tickets remain the sole property of MCT and do not entitle to access the Concert.
- 2.5. The contract as to the attendance of a Concert is a contract concerning recreational events, regarding which the Customer is not entitled to any right of revocation. Accordingly, You cannot revoke your declaration of intention regarding the order of tickets for recreational events.
- 2.6. The sale of Tickets to children under the age of six (6) years is hereby ruled out. No Ticket may be purchased for them (also not along with other Tickets) as third-party beneficiaries. Children under the age of six (6) years will not be granted access to the Concert, also not if they are accompanied by a person who is a primary carer or who is tasked with care guardian obligations.

### **3. VALIDITY OF THE TICKETS**

- 3.1. Your Ticket entitles only one person each to attend the Concert. Upon your leaving of the Concert, respectively the validation (Online Tickets), the Ticket will no longer be valid.
- 3.2. It is expressly prohibited to use the Ticket in several instances.

### **4. SPECIAL PROVISIONS DURING THE SARS COV 2 PANDEMIC OR OTHER PANDEMICS OR EPIDEMICS**

- 4.1. In the event that a Concert is subject to legal or regulatory requirements or measures to be taken due to containment measures against the SARS-CoV-2 pandemic (hereinafter the "Corona Pandemic") or other pandemics or epidemics, the following provisions shall apply:

- 4.2. We reserve the right to impose access restrictions to a Concert. Such access restrictions may include, for example, proof of vaccination or convalescence, the presentation of a negative test result or the wearing of masks. These will be announced as far as possible, at the latest 14 (fourteen) days before the start of the respective Concert. In case of non-observance of such access restrictions, We are entitled to exclude the respective visitor from the Concert. In this case, there is no right to a refund of the Ticket Purchase Price.
- 4.3. Attendance at a Concert is prohibited if the visitor has contracted SARS-CoV-2, has knowingly had contact with a person who has tested positive, has typical symptoms of infection with the coronavirus or is affected by legal or official quarantine measures. In these cases, there is also no entitlement to a refund of the Ticket Purchase Price. The same applies to infections in the context of other pandemics or epidemics.
- 4.4. MCT is entitled to subsequently convert standing room seats into seats or to allocate the ticket holder different seats in the same category for the purpose of complying with distance areas or protection and hygiene requirements prescribed by the authorities or by law. In such cases, the Customer shall not be entitled to any refunds.
- 4.5. Furthermore, it may occur that MCT has to reduce the number of visitors originally admitted to a Concert. In such cases, MCT is entitled to cancel Tickets against reimbursement of the Ticket Purchase Price (with the exception of the advance booking and system charge). MCT will select the Tickets to be cancelled in a non-discriminatory process. Claims for damages by the Customer do not exist in the aforementioned cases, unless MCT is at fault.

## **5. POSTPONEMENT OR CANCELLATION OF A CONCERT**

- 5.1. MCT has the right to cancel or reschedule a Concert for reasons of force majeure. Force majeure is any event beyond the control of a party and for which it is not responsible that wholly or partially precludes the performance of this Agreement in accordance with the purpose of this Agreement (attendance at a Concert), makes such performance substantially more difficult or makes such performance unreasonable for a party. This includes, but is not limited to, catastrophic events, acts of terrorism (including the threat, danger or reasonable suspicion of such acts of terrorism), violent riots (including the threat, danger or reasonable suspicion of such riots), war or warlike events, epidemics, pandemics, fire, extreme or catastrophic weather conditions (such as floods, hurricanes or cyclones) that pose a threat to the life and limb of the participants in the Concert, severe weather and/or catastrophe warnings, strikes, as well as official orders for which the respective party is not responsible, in particular as a result of the aforementioned events.

The Corona Pandemic is also considered as force majeure. MCT has the right to cancel or reschedule a Concert if its performance is prohibited by authorities or law, if a person substantially involved in the Concert is unable to arrive and/or depart due to entry and/or

exit restrictions, or is unable to attend due to a Covid 19 disease, suspected disease, or preventive measure.

- 5.2. In the event that a Concert is cancelled without replacement, You are entitled to a refund of the Ticket Purchase Price. You must assert this claim no later than four (4) weeks after the cancelled Concert date. If You are prevented from asserting the refund claim in due time for reasons beyond Your control - e.g. due to illness - You are responsible for proving the existence of those conditions that justify the non-occurrence.

In the event that a Concert is rescheduled to an alternative date for reasons of force majeure (sec. 5.1) the Tickets remain valid. A revocation of the ticket purchase and refund of the Ticket Purchase Price as a result of the rescheduling is not possible, unless it can be proven that You cannot reasonably be expected to attend the new date, for example because You have already booked a trip. In the event that the Concert is rescheduled to an alternative date for other reasons, the claim for reimbursement of the Ticket Purchase Price must be asserted by You no later than midnight on the day before the alternative date. If You are prevented from asserting the refund claim in due time for reasons beyond your control - e.g. due to illness - You are responsible for proving the existence of the conditions that justify the non-occurrence.

- 5.3. Charges paid (advance booking charge and system charge, Sec. 2.2) will, except in the case of fault on the part of MCT, not be reimbursed. Should You rescind the agreement as regards the event, We will set off our claim to compensation in the amount of the charges against the claim to reimbursement of the charges paid to us. The reason is that should You rescind the said agreement, You will be under obligation to compensate Us for the value of the brokerage services that You have enjoyed by purchasing your Ticket from Us via our distribution partner. The same applies to the system charge for the use of the ticketing system for issuing your Tickets.
- 5.4. Should our distribution partner charge additional fees in its own name (Sec. 2.3), their reimbursement shall be governed by the general terms and conditions of our distribution partner.
- 5.5. You are to contact our distribution partner as regards your claim to reimbursement of the Ticket Purchase Price, not including the paid charges. Unless our distribution partner provides for a different reimbursement procedure, the reimbursement of the Ticket Purchase Price, with the exception of the advance booking fee and the system fee, will only be made upon presentation of the original Tickets. Should the Tickets have been lost, it will not be possible to reimburse the Ticket Purchase Price or to provide you with replacement tickets.
- 5.6. Your rights to rescind the contract within the scope provided for by law, or to demand compensation for damages in the event MCT is responsible for a violation of its obligations, shall remain unaffected hereby. However, the enforcement of claims to

compensation of damages and/or the reimbursement of expenditures shall be subject to the liability reservation set out in Sec. 12 hereof.

## **6. LIMITED TICKET PURCHASE**

- 6.1. For certain Concerts, the Ticket purchase per person is limited to a maximum number of Tickets. The maximum number of Tickets will be displayed to You during the order process. You are only permitted to purchase this number of Tickets for the Concert, regardless of the number of purchase processes. It is expressly prohibited that one person, or several persons who have affiliated themselves with others for the purpose of commercially trading tickets or selling them as a business, initiate(s) a greater number of purchasing processes than specified, for example by providing different e-mail addresses or using different payment means (particularly by using pre-paid credit cards deployed for the purpose of purchasing a greater number of tickets than is admissible), or by circumventing this rule in any other way.
- 6.2. In case of a violation of Sec. 6.1 and 11. shall apply.

## **7. RESTRICTIONS ON ACQUIRING AND TRANSFERRING TICKETS**

- 7.1 For reasons of fairness and to prevent the resale of Tickets at excessive prices, thus also preventing any negative impacts on MCT's reputation as concert event organizer, it is in the interests of MCT to restrict the acquisition and transfer of Tickets. You hereby enter into obligation to purchase and use the Tickets solely for private use. In particular, you are specifically prohibited from:
  - (a) Transferring or selling Tickets without the prior express approval of MCT, or acquiring them on behalf of a third party, where this is done in the context of commercial or business activities;
  - (b) Offering Tickets for sale in the context of internet auctions not authorized by MCT;
  - (c) Selling Tickets to third parties with the intent of making a profit without having obtained the prior express approval of MCT, or acquiring them on behalf of a third party in order to obtain a profit by the brokerage activity;
  - (d) Transferring and/or selling Tickets for advertisement or marketing purposes, as a bonus, as a promotional gift or as part of any hospitality or travel package not authorized by MCT;
  - (e) Selling Tickets in front of the Concert venue;
  - (f) Selling Tickets at a price exceeding the Ticket Purchase Price (Sec. 2.2), by more than 15% for additional costs, without the express prior consent of MCT; or

- (g) Acquiring Tickets by way of involving, as your representative, a third party acting on your behalf in a business or commercial capacity, unless the total fees to be paid to said third party amount to no more than 15% of the Ticket Purchase Price (Sec. 2.2).

In the event of Tickets being transferred or resold, You are also obliged to effectively incorporate these GTC, including the restrictions on purchase and resale contained in this Sec. 7.1, into the contract with the purchaser / recipient.

- 7.2 For any instance in which the prohibitions set out in Sec. 7.1 are culpably breached, MCT may demand that You pay a contractual penalty, the amount of which MCT may determine at its equitable discretion, and which, in the event of a dispute, may be reviewed by a court. As a general rule, the amount of the contractual penalty shall be based on the current offer price or price for the onward sale; as a minimum, however, it shall be based on the Ticket Purchase Price of the Tickets offered for sale or transferred in violation of Sec. 7.1 hereof. The maximum contractual penalty shall amount to EUR 7,500.00. Any further-reaching claims to compensation of damages or demands for payment of a contractual penalty for any other violations of the present GTC shall remain unaffected hereby. Any contractual penalty paid shall be set off against a claim to compensation of damages.
- 7.3 Where the stipulations of Sec. 7.1 (g) have been violated, the agreement as to the attendance of the Concert is not being concluded, since any representation is ruled out in this case. In such event, You shall be reimbursed for the Ticket Purchase Price (Sec. 2.2) already paid, to the exception of the advance booking charge and the system charge. Any Ticket already issued will be disabled by ourselves or by our distribution partner and will thus lose its validity.

## **8. SPECIAL PROVISIONS FOR THE PURCHASE OF PERSONALIZED TICKETS**

- 8.1. For certain Concerts the Tickets are personalized, in other words, only the person has the right to demand access to the Concert who holds the visiting rights. This person's name is printed on the Ticket as a component part of the Ticket. These Concerts are marked with a corresponding notice regarding the personalization of the Ticket, or notice of this fact will be given when the Ticket is purchased.
- 8.2. You are obliged to acquire and use the Tickets exclusively for private use. Sec. 7.1 shall apply.
- 8.3. The first name and last name You provide will be noted on the Ticket. Should the option be available to purchase several personalized Tickets, You will be asked, when You make the purchase, to provide the first name(s) and last name(s) and the e-mail address(es) of

the other person(s) to whom the personalized Ticket(s) is / are to be issued; You are under obligation to provide this information truthfully immediately in making the purchase. The legal transaction stands and falls with the timely, immediate and truthful provision of the various names of the Ticket holders at the time of purchase, as the Tickets are issued immediately after the purchase process in the names provided by You (referred to by legal experts as "relative obligation to perform at a fixed point in time"). A violation of the obligation to provide the names of the Ticket holders leads to a significant increase in MCT time due to conflicts at the admission control. Additionally, Concerts are identified as "sold out" in spite of the fact that MCT has the right to rescind the respective agreements should You violate your obligation to provide different names, meaning that these seats will once again become available. Should MCT have to set an appropriate deadline for You in each case prior to rescinding the agreement, this would be to the detriment of the other fans and would enable the unauthorized trade in tickets at excessive prices. In the event that one and the same name is provided in purchasing several Tickets, in contravention of the above provision, MCT reserves the right, for the above reasons, to immediately rescind the agreement without this requiring any deadline to be set (Section 323 paragraph 2 no. 2 German Civil Code [Bürgerliches Gesetzbuch], hereinafter "BGB"). Moreover, You will be asked to confirm that You are entitled to personalize the Ticket(s) in the name of the third person(s). In such cases, the contract shall be concluded exclusively by yourself with MCT. Any other persons that You may name shall be the sole beneficiaries under this contract and will gain an independent right to attend the Concert (Sections 328 et seqq. BGB).

- 8.4. The right to attend the Concert is the result solely of the contract You have concluded with MCT (Sec. 2.2). Moreover, Your name must be noted on the Ticket. As a result of the contract You have concluded with MCT, third parties for whom You have acquired a personalized Ticket are likewise entitled to attend the Concert. The name of the third party must be noted on his Ticket. An additional pre-requisite for attending the Concert is that You or the person(s) for whom you have purchased the Ticket are able to identify themselves at the admission ticket checkpoint by submitting a valid passport, personal identity card, driver's license, credit card, or EC bank card.
- 8.5. MCT is not obliged to demand that the said documents are being presented at the admission ticket checkpoints in order to validate that the Ticket holder is in fact authorized to attend. MCT shall be free from its performance obligations vis-à-vis its contractual partner if another person has obtained access to the Concert by presenting a Ticket. Only one person is authorized to attend the Concert per Ticket.

## 9. RETURNING PERSONALIZED TICKETS

In the case of personalized Tickets You can return your Ticket(s) only under the following conditions:

### 9.1. Return via Fansale (CTS Eventim)

- 9.1.1. In case of personalized Tickets return of your Ticket(s) is only possible on the ticket platform "Fansale" ([www.fansale.de](http://www.fansale.de)) (hereinafter referred to as "Fansale") operated by CTS Eventim AG & Co. KGaA (hereinafter referred to as "CTS Eventim").
- 9.1.2. The return is done through your customer account at CTS Eventim, which allows you to create a customer account for Fansale. The following shall apply. This requires that the Ticket(s) are actually purchased through Fansale. This cannot be guaranteed.
- 9.1.3. By using the option to return, you offer the Ticket(s) to us and allow us to offer the Ticket(s) once again for sale on Fansale on our own behalf and for our own account. Your offer to return the Ticket/s is not deemed accepted by us until the Ticket(s) is/are resold on Fansale.
- 9.1.4. CTS Eventim will offer the Ticket(s) for sale on Fansale on behalf of and for the account of MCT until the beginning of admission to the respective concert. You set the price at which your Ticket/s should be sold. The maximum price may not exceed the Ticket Purchase Price (Sec. 2.2). If the Ticket/s have not been sold you may withdraw your offer through your customer account on Fansale at any time.
- 9.1.5. On request, Tickets may be reserved for one or more third parties for a maximum of 48 hours. In this case the Ticket(s) will only be offered for sale to such third party/parties during the aforementioned reservation period. CTS Eventim will provide you with a link in this respect which you may forward to one or more third parties. The first third party that purchases the available Ticket(s) within the aforementioned reservation period using this link receives the Ticket. If the Ticket is not purchased within the aforementioned reservation period, it is offered for sale on Fansale.
- 9.1.6. If the Ticket(s) is/are sold, you will be informed immediately. Your Ticket(s) will be blocked so that you are no longer entitled to entry. A new Ticket will be generated for the purchaser. The purchaser of a Ticket purchased using Fansale, has to pay a fee to CTS Eventim . After the sale through Fansale the

amount of the purchase price will be credited to your account or your credit card account.

9.1.7. It is possible to exercise the return option until the beginning of admission to the respective Concert.

9.1.8. If and to the extent that Tickets are not sold, they will not be blocked so that they still entitle to admission to the event.

## 9.2. Return at the venue

It is also possible to return Tickets on the day of the Concert at the venue.

9.2.1. By using this return option at the venue, the Ticket holder offers to return the Ticket to Us. We accept the offer subject to the following conditions:

- The original of an official identification document is presented that proves the Ticket holder's identity;
- There is a purchaser who can identify himself at the venue with a valid passport, ID card, driving licence, credit card or EC card so that the new Ticket can be issued to him;
- The purchaser accepts this GTC; and
- The purchaser pays a fee of EUR 10.00 to CTS Eventim.

9.2.2. The offer price corresponds to the Ticket Purchase Price (Sec. 2.2) plus a fee of EUR 10.00.

9.2.3. If the conditions set out in Sec. 9.2.1 are met, i.e. if We accept your offer to take back the Ticket, the original Ticket becomes invalid and no longer entitles the holder to admission. Only the Ticket issued to the new purchaser entitles the holder to admission.

9.2.4. In this case, We will not refund the amount of the purchase price achieved, but the purchaser will pay it to You directly.

## 10. SPECIAL PROVISIONS FOR EVENTIM.PASS TICKETS

Tickets for Concerts which you purchase via our distribution partner CTS Eventim may be submitted to you (exclusively) via the App of CTS Eventim (hereinafter referred to as "Eventim.App") in digital form as so-called Eventim.Pass. You will be notified hereof during the order process. The following provisions shall apply:

10.1. To get your Eventim.Pass Ticket, you need to download the Eventim.App to your mobile device (e.g. your smartphone). The activation of the scannable QR code of the

Eventim.Pass Ticket takes place at short notice, but in good time before the start of the Concert in the Eventim.App.

- 10.2. To be admitted to the Concert, you must have with you the mobile device on which you have installed the Eventim.App (e.g. your smartphone) and in which you have downloaded the Eventim.Pass Ticket.
- 10.3. If you have purchased multiple (personalised) tickets, you can forward them to the other ticket holders via the Eventim.App. In this case, the other ticket holders must also download the Eventim.App and have or create a customer account with CTS Eventim. Alternatively, you can also leave the Tickets in your Eventim.App. In this case, however, you must appear at the entrance to the Concert together with the other ticket holders, as in this case the Tickets of the other ticket holders in your Eventim.App will be checked and validated.
- 10.4. A Ticket return via Fansale is not possible.

## **11. DISABLING OF TICKETS**

- 11.1. In the event of a violation of the prohibitions set out in Sec. 6.1 or 8.2, MCT shall be entitled to disable the Tickets concerned, against reimbursement of the Ticket Purchase Price (not including the advance booking charge and the system charge, Sec. 2.2) and to refuse access to the Concert to the respective holder of the Ticket.
- 11.2. In the event of repeated violations of the prohibitions set out in Sec. 6.1 or 8.2, MCT shall be entitled to disable the Tickets without any compensation, in other words without reimbursement of the Ticket Purchase Price paid.
- 11.3. The distribution partner from whom you purchased the Ticket may also disable Tickets on behalf of MCT. Moreover, the general terms and conditions of said distribution partner may stipulate further reasons based on which Tickets may be disabled.

## **12. LIABILITY OF MCT**

- 12.1. MCT shall be liable without any restrictions whatsoever for any and all damages to life, limb or health arising in the context of the contractual relationship where such damages were caused culpably. The same shall apply where liability is mandated by the law, in particular liability pursuant to the German Product Liability Act [Produkthaftungsgesetz], and in the event of guarantees.
- 12.2. In the event that essential contractual obligations are breached (so-called "cardinal obligations"), such breaches being based on simple negligence and not covered by the stipulations of Sec. 12.1 hereof, MCT shall be held liable to a limited extent, this being the compensation of the foreseeable damage that is typical for the type of contract concerned.

The cardinal obligations of MCT include those duties the fulfillment of which is the basis of the due and proper implementation of the contract, and in the adherence to which You may, as a general rule, trust.

- 12.3. In all other regards, MCT shall be held liable only for grossly negligent or intentional violations of its contractual duties.
- 12.4. To the extent the liability of MCT is excluded or restricted by the stipulations of the above paragraphs, this shall also apply to the liability of its statutory representatives and the persons it employs in the performance of its obligations [*Erfüllungsgehilfen*].

### **13. OBLIGATIONS OF CUSTOMERS ATTENDING A CONCERT**

- 13.1. No hazardous objects such as gas containers, pyrotechnical articles (such as flares, fire-crackers or sparklers), laser pointers, weapons of any kind or objects that may be used as a projectile – in particular bottles and cans – may be taken to any Concert.
- 13.2. No audio recording devices, film, photo or video cameras may be taken to a Concert, nor may they be operated. This also concerns mobile radio devices with a photography application. Recordings of any form are prohibited and any abuse will be prosecuted under law.
- 13.3. In the event of the stipulations of Sec. 13.2 being violated, MCT and its employees are entitled to seize the recording equipment and cameras and to keep them until the end of the Concert, such storage being liable to payment of a fee. The films and recording material of any nature on which parts of the Concert have been recorded may be seized and stored by MCT. They will be returned to the owner provided that the latter has consented to the recordings being deleted from such material.
- 13.4. MCT reserves the right to prohibit persons who have violated the stipulations of the above paragraphs from entering the Concert, or to remove them from the Concert.

### **14. SOUND AND/OR IMAGE RECORDINGS**

In the event that image and/or sound recordings, such as photo/film/TV and/or audio recordings (hereinafter "Recordings"), are made during a Concert by MCT and/or the artist(s) and/or third parties commissioned for this purpose, You agree that You may be recorded in picture and/or sound and that the recordings may be used exclusively by MCT and/or the artist(s), spatially, temporally, content-wise unlimited, edited and/or unedited, in whole and/or in part, in physical and incorporeal form, in all media and formats (e.g. print, social media, audiovisual media, online etc.) itself and/or via third parties without any claim to remuneration without any restrictions, in particular duplicated, distributed, broadcast, made publicly available, etc., made publicly accessible, etc.

## **15. APPLICABLE LAW, PLACE OF JURISDICTION**

- 15.1. To the extent the customer is not a consumer, solely the laws of the Federal Republic of Germany shall apply; the UN Sales Convention is excluded.
- 15.2. The place of performance and the place of jurisdiction is Berlin if the customer is a merchant, a legal entity under public law, or special assets governed by public law.

## **16. FINAL PROVISIONS**

- 16.1. The European Commission provides a platform for online dispute resolution at <http://ec.europa.eu/consumers/odr>. MCT is not willing and is not obliged to participate in dispute resolution proceedings before a consumer arbitration board.
- 16.2. By the time at which the contract is concluded, MCT has not concluded any agreements or made any undertakings, neither orally nor in writing, besides the present GTC.
- 16.3. Should individual provisions of this contract be or become null and void or ineffective, either wholly or in part, this shall not impact the effectiveness of the other provisions. The stipulations of the law shall replace those of the General Terms and Conditions that are not incorporated or ineffective (Section 306 paragraph 2 BGB). In all other regards, the parties shall determine an effective provision to take the place of that provision that is null and void or ineffective, which new provision is to approach as closely as possible the previous provision's economic intent, unless an amending interpretation of the contract takes precedence or is possible.

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