

STANDARD TERMS OF BUSINESS (Internet)

CTS EVENTIM AG & Co. KGaA is not itself the promoter of the events offered. These are carried out by the respective promoters, who also issue the tickets. The purchase of an entrance ticket results in an exclusive contractual relationship between the ticket holder (customer) and the respective promoter regarding attendance at an event. The promoter's own Standard Terms of Business may possibly apply to this legal relationship. CTS EVENTIM AG & Co. KGaA sells the tickets as an agent or commission agent on the order of the respective promoter, unless it is expressly identified as the promoter in individual cases. On ordering tickets, the customer commissions CTS EVENTIM AG & Co. KGaA to handle the ticket purchase and shipping.

Please make your choice!

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I. Creation and use of the customer account

1. Customers have the option of registering for a customer account. In their customer account, under the section "[My EVENTIM](#)" and independent from any ticket purchases, customers can manage their newsletter subscriptions for various genres and ticket alerts for their favourite artists, register for the FanBonus, change their personal data or view orders they have placed, if any.
2. By sending the corresponding confirmation email after completing the registration, a user agreement regarding the customer account is concluded between the customer and CTS EVENTIM.
3. The customer must keep safe the login data provided during registration, in particular the password. The password may not be disclosed to third parties. Should the customer become aware of the misuse of their access data, they must inform CTS EVENTIM immediately.
4. CTS EVENTIM provides the respective customer account free of charge and use is voluntary.
5. Information regarding the processing of personal data relating to the customer account can be found in the [Data Protection Information](#).

6. The customer may terminate the user agreement without notice and with immediate effect by notifying EVENTIM Customer Service. As a result, the customer will no longer have access to the data stored in the customer account. CTS EVENTIM recommends not to terminate the user agreement if the customer still needs the customer account for existing contracts or claims; for example, an active customer account is a mandatory requirement for EVENTIM.Pass access authorisations, see section VI below. If the customer nevertheless terminates the user agreement, CTS EVENTIM will make reasonable efforts to inform the customer of the consequences. In the event of termination by the customer, CTS EVENTIM reserves the right to keep the customer account active until all claims between the customer and CTS EVENTIM have been fully settled. However, CTS EVENTIM shall not be held liable if the customer due to their termination is unable to use services already paid by customer.
7. CTS EVENTIM reserves the right to temporarily suspend the customer account services, particularly if the account in question is misused for fraudulent or other illegal purposes or by unauthorised third parties. In the event that the customer account is misused, CTS EVENTIM also has the right to terminate the user agreement with a notice period of five calendar days.
8. The right of termination for good cause remains unaffected.

II. Area of application

1. The following Standard Terms of Business apply exclusively in relation to CTS EVENTIM AG & Co. KGaA for all contracts and orders issued for the supply of tickets.
2. For all contracts and orders regarding the arrangement or execution of travel, the Standard Terms of Travel shall apply if CTS EVENTIM AG & Co. KGaA sells this according to the respective invoice in its own name and on its own account, as well as the Standard Terms of Business of the respective tour operator. The customer can find these through references made directly in the offer.

[Standard Travel Conditions](#)
[Terms of Business for Travel Arrangement](#)

III. Conclusion of the contract, cancellation

1. The offer to conclude a contract comes from the customer as soon as he/she clicks the field "buy". The contract between the customer and the respective contractual partner (promoter, licensed fan item seller or CTS EVENTIM AG & Co. KGaA) is not concluded until the transaction number is issued and sent by CTS EVENTIM AG & Co. KGaA ("Ticketing Company") to the customer.

2. Commercial resale of tickets is not permitted. Non-commercial resale of tickets is only permitted provided that the resale price is not higher than the face value plus demonstrated fees paid in the course of purchase (e.g. shipping and handling fees), but at a maximum amount of 25% of the face value. In case of violation of the aforementioned conditions the respective promoter is entitled to deny access to the event without any replacement of or reimbursement for the ticket whatsoever.
CTS EVENTIM AG & Co. KGaA is entitled to cancel a customer's order for which a transaction number has already been issued (unilateral right of cancellation) if the customer violates specific conditions set by the operator or by CTS EVENTIM AG & Co. KGaA, to which reference was made prior to the sale, or attempts to circumvent these (e.g. violation of the limited number of tickets per customer, violation of documentary conditions, particularly against a ban on reselling, attempts to circumvent this by registering and using several user profiles, etc.). Cancellation/withdrawal can also be tacitly declared through the crediting of the amounts paid.
3. §§ 346 ff. German Civil Code (BGB), excluding § 350 German Civil Code (BGB) shall apply to the right of cancellation stated above.
4. In case of a postponement of an event the respective promoter is entitled to declare tickets valid for the postponed event date for such event. Return of tickets to the promoter or a reverse of the ticket purchase due to such postponement is not possible, except for cases where the customer demonstrates that attendance of the event at the postponed event date is beyond reason for him/her. This paragraph shall not apply if the promoter of an event is to be held responsible for a postponement of the event.
5. In the event that the Promoter's General Terms and Conditions contains contradictory provisions to CTS EVENTIM's General Terms and Conditions, the General Terms and Conditions of CTS EVENTIM shall prevail over the specific terms and conditions of the promoter.

IV. Price components and methods of payment

1. Ticket prices can exceed prices printed on the tickets. Depending on the event and the ordering modalities, payments may be made by credit card, PayPal, Wero and/or by SEPA Core Direct Debit and/or by payment in advance (by bank transfer), or on invoice, or in instalments. VAT is included in the price. The total price for the order, including all fees, is generally due for payment immediately after the contract is concluded. If payment is made in advance (by bank giro transfer), the total amount must be transferred in full, by the stated date, to the bank account specified by CTS EVENTIM AG & Co. KGaA. In the case of purchase on invoice, the invoice amount must be paid to Klarna Bank AB by the date specified by Klarna. Purchase on invoice is not available as a payment method for all kinds of tickets and is also subject to a positive creditworthiness check by Klarna Bank. If the customer is allowed to purchase certain products on invoice, following a creditworthiness check, payment shall be processed in cooperation with Klarna Bank AB, to whom CTS EVENTIM AG & Co. KGaA assigns its claim to payment. In such a case, the customer

can only discharge the debt by rendering payment to Klarna Bank AB. “Purchase on invoice” as a method of payment is also governed by the [General Terms](#) of Klarna Bank AB (publ).

2. When ordering online, additional fees may be charged, such as shipping costs and the online booking fee. Whether and to what extent these costs are incurred depends on the respective event, the ticket price and/or the customer's selection and is indicated in the order process by separate reference and/or link.
3. Data transmission to credit rating agencies:
For orders with payment method SEPA direct debit, CTS EVENTIM reserves its right to transfer personal data collected within the scope of the instant contract related to the application for, performance or termination of this business relationship as well as data regarding conduct that violates a contract and/or is fraudulent, to SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden or Creditreform Boniversum GmbH, Hellersbergstr. 11, 41460 Neuss, or infoscore Consumer Data GmbH, Rheinstraße 99, 76532 Baden-Baden. The legal bases for such transmission comprise Art. 6 (1) (b) and Art. 6 (1) (f) General Data Protection Regulation (GDPR). Data may only be transmitted on the basis of Art. 6 (1) (f) GDPR to the extent necessary for the purposes safeguarding the legitimate interests pursued of the contractual partner* or third parties and such interests are not overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data. The exchange of data with SCHUFA, Boniversum or infoscore likewise facilitates the satisfaction of statutory obligations to perform an evaluation of the creditworthiness of customers (§ 505a and 506 of the German Civil Code). SCHUFA, Boniversum or infoscore process data they receive and also use such data for purposes of profile creation (Scoring) in order to provide their contractual partners domiciled in the European Economic Area and Switzerland as well third countries as applicable (to the extent an adequacy decision from the European Commission is available for such countries) information to be used to evaluate the creditworthiness of natural persons amongst other things. Additional information regarding SCHUFA’s business may be found in the [SCHUFA Information Sheet](#) or online at <https://www.schufa.de/datenschutz>. Depending on the result of such an examination, CTS EVENTIM reserves its right not to offer the customer SEPA direct debit in the further ordering process as a payment method.
4. Data transmission in case of credit card payments with 3D Secure
Due to legal requirements (the Payment Services Directive, “PSD2”), and/or to protect against fraudulent use of credit card data, the 3D-Secure procedure is usually applied. With 3D-Secure, browser data, credit card data, address data (billing address, email address), as well as the transaction amount and currency will be transferred to the credit card issuer via the credit card organizations. This data is used by the card-issuing institute to determine the fraud risk of the transaction; depending on the amount and calculation result, an authentication of the payment transaction e.g. via TAN or app may be required.

V. Right to cancel, specimen cancellation form

Consumers do not have a general right to cancel, and any right of consumers to cancel may lapse prematurely in the case of the following contracts:

1. Contracts for the provision of accommodation other than for residential purposes, the transport of goods, car rental services, catering, or services relating to leisure activities, where the contract provides for a specific date or period (Section 312g (2) Sentence 1 No. 9 BGB [German Civil Code]). That means that there is no right to cancel in cases where CTS EVENTIM AG & Co. KGaA offers services in the field of leisure activities, in particular admission tickets for events. Any order for tickets is therefore binding on the consumer once the order has been confirmed by CTS EVENTIM AG & Co. KGaA in accordance with Section II. 1 above, which means that the consumer has an obligation to accept and pay for the tickets ordered.
2. Contracts to supply audio or video recordings or computer software in a sealed package, if the seal is removed after delivery (Section 312g (2) Sentence 1 No. 6 BGB).

For all other contracts concluded with consumers the following applies:

Information on cancellation rights

Right to cancel

You have the right to cancel this contract within fourteen days, without giving any reason.

The 14-day cancellation period begins on the day on which the goods are received by you, or by a third person named by you, other than the carrier.

In order to exercise your right to cancel, you must notify us,

CTS EVENTIM AG & Co. KGaA, Customer Service, Contrescarpe 75A, D-28195 Bremen, +49 (0) 1806 533 933 (0,20 €/call incl. VAT, Mobile max. 0,60 €/call incl. VAT), Fax: +49 (0) 421 36 66 777, E-Mail: info@eventim.de,

of your decision to cancel the contract by sending us a clear written statement to that effect (e.g. in a postal letter, telefax message or eMail). You may use the specimen cancellation form attached hereto, but are under no obligation to do so.

To keep within the cancellation period, it is sufficient if you send your notification of exercising your right to cancel before the cancellation period ends.

Consequences of cancellation

If you cancel this contract, we have to immediately refund to you any payments we have received from you, including delivery charges (except for the additional costs resulting from your choosing a different form of delivery than the standard, most

favourable form offered by us), by no later than fourteen days after the day on which we receive notification of your cancelling this contract. To make the refund, we use the same means of payment as you used for the original transaction, unless explicitly agreed otherwise with you; you will not be charged anything for the refund. We may refuse to pay the refund until the goods have been returned to us or until you have provided proof that you sent the goods back, whichever is the earlier.

You must return or hand over the goods to us without delay, in any case no later than fourteen days after the day on which you notified us of your cancelling the contract. The latter deadline has been met if you dispatch the goods before the 14-day period has expired. The direct costs for returning the goods must be borne by you. You do not have to pay for any loss in the value of the goods unless such loss in value is due to

your handling the goods in a manner other than is necessary to inspect the condition, properties and functioning of the goods.

Specimen cancellation form

(If you wish to cancel the contract, please fill out this form and return it to us.)

- To CTS EVENTIM AG & Co. KGaA, Customer Service, Contrescarpe 75A, D28195 Bremen:

- I/We (*) hereby cancel the contract that I/We (*) concluded to purchase the following goods (*)/the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if notification is on paper) - Date

(*) Please delete as applicable.

To download the specimen cancellation form as pdf file, please click [here](#).

End of information on the right to cancel and specimen cancellation form

The following shall apply in the event of cancellation by the customer:

CTS EVENTIM AG & Co. KGaA may refuse to pay the refund until the goods have been returned to CTS EVENTIM AG & Co. KGaA or until the customer has furnished proof that the goods have been sent back, whichever is the earlier date.

The customer must return or hand over the goods to CTS EVENTIM AG & Co. KGaA without delay, in any case no later than fourteen days after the day on which the customer notified CTS EVENTIM AG & Co. KGaA of his or her cancelling the contract. For fan merchandise (see also section VIII), the return address may differ from the company's registered office. In such cases, the different return address will be indicated during the ordering process and in the order confirmation. The latter deadline for returning goods has been met if the customer dispatches the goods before the 14-day period has expired. The customer shall bear the direct costs for returning

the goods. The customer must pay for any loss in the value of the goods if such loss in value is due to the goods being handled in a manner other than is necessary to inspect the condition, properties and functioning of the goods.

VI. Retention of title; set-off; right of retention when purchasing on invoice

1. If the customer is a consumer, CTS EVENTIM AG & Co. KGaA shall retain legal ownership of the purchased item until the invoice amount has been paid in full. If the tickets are personalised, the rights vested by the ticket are transferred to the customer on condition that the invoice amount is paid in full. The respective security interests are transferrable to third parties.
2. If the customer is a businessperson engaged in commercial or self-employed activity, or a legal entity under public law, or a public-law corporation, CTS EVENTIM AG & Co. KGaA retains legal ownership of the purchased item until all outstanding debts in the business relationship with the customer have been settled. If tickets are personalised, the rights vested by the ticket are transferred to the customer on condition that all outstanding debts in the business relationship with the customer have been settled. The respective security interests are transferrable to third parties.
3. The customer has no right of set-off unless the customer's counter-claims are established by a final court decision, or are undisputed or acknowledged by CTS EVENTIM AG & Co. KGaA. Furthermore, the customer has a right of set-off only to the extent that the customer's counter-claim derives from the same contractual relationship.
4. If the customer is in default on any payments owed to CTS EVENTIM AG & Co. KGaA, all outstanding receivables shall become due immediately.

VII. Digital admission authorisation in the form of the EVENTIM.Pass

1. CTS EVENTIM offers the purchase of admission authorisation to selected events in the form of the EVENTIM.Pass. This is a special form of use and administration of admission authorisation in digital form via an application (app) on a mobile device.
2. A ticket in paper or other physical form is not delivered when purchasing an EVENTIM.Pass. An EVENTIM.Pass is stored in the customer's EVENTIM account and transferred to the EVENTIM.App on the customer's mobile device on which the EVENTIM.App is installed. The customer can manage his EVENTIM.Passes from the app and use them to access the respective event. To do this, the customer must have the mobile device at admission and present the EVENTIM.Pass when requested by the staff.
3. The authorised ownership of the customer for the use of EVENTIM.Passes can be verified at any time, by using a TAN procedure, for example. If the customer receives system notifications from the EVENTIM.App or emails

requesting authentication, such as in the form of a TAN procedure, he must go through the authentication procedure in order to continue using his EVENTIM.Passes. Otherwise, access to EVENTIM.Passes may be blocked until the verification process (which in the TAN procedure, for example, consists of entering the correct TAN) is properly completed.

4. For the use of admission authorisations in the form of the EVENTIM.Pass, the customer requires a compatible mobile device and must, if necessary, provide his mobile phone number when purchasing (along with any additional information, if necessary, depending on the instructions given on the respective order page in the webshop or the EVENTIM.App).
5. More information and explanations about the EVENTIM.Pass and its use can be viewed at this [link](#).

VIII. Additional terms and conditions for merchandise

The following additional terms and conditions apply to the sale of fan merchandise:

1. For fan merchandise (goods such as clothing, key rings, paper goods, audiovisual media and similar items), warranty claims against the seller shall be governed by the statutory provisions. In relation to customers who are not consumers the seller shall be entitled to limit the warranty to the assignment of its own warranty claims against manufacturers or suppliers.
2. No warranty is assumed for the suitability of fan merchandise for a specific purpose intended by the customer, unless such purpose has been contractually agreed or can objectively be presumed. Furthermore, for clothing items, no warranty is provided for any minor colour deviations from the images shown in the web shop, insofar as such deviations are technically induced and do not constitute a defect. The acceptance by CTS EVENTIM or third parties of fan merchandise returned by the customer in the context of asserting warranty claims shall not constitute an acknowledgment of any warranty claim.
3. The customer is requested to inspect fan merchandise for defects upon receipt. The inspection shall be carried out in the same manner as would have been possible for the customer in a retail store. If the inspection exceeds such scope and this and/or the use of the merchandise by the customer results in damage to the merchandise or its packaging, or if the value of the merchandise is reduced due to other circumstances for which the customer alone is responsible, warranty rights are excluded to that extent. This shall also apply to shrink-wrapped and/or sealed audiovisual media (e.g., CDs, DVDs) if the seal or shrink-wrap has been removed by the customer.

IX. Liability limitations, exclusion of withdrawal in the case of particular breaches of duty

1. CTS EVENTIM AG & Co. KGaA is unrestrictedly liable in all cases in accordance with the Product Liability Act for damages caused intentionally or through gross negligence, in the case of malicious concealment of defects, and for damages resulting from injury to life or health and physical injury. Liability for damages from breach of warranty is unlimited.
2. In the case of a breach of significant contractual obligations (so-called cardinal obligations) that are only based on simple negligence, CTS EVENTIM AG & Co. KGaA shall be liable limited to compensation for foreseeable losses typical for this type of contract.
3. Apart from the cases stated in paragraphs 1 and 2, CTS EVENTIM AG & Co. KGaA shall not be liable for losses caused by simple negligence.
4. The customer's right to free him/herself from the contract due to a breach of obligation for which the promoter or CTS EVENTIM AG & Co. KGaA is not responsible and in which the goods are not at fault is ruled out.
5. If the liability of CTS EVENTIM AG & Co. KGaA is ruled out or limited under the paragraphs above, this also applies to the liability of their agents and assistants.

X. Final provisions

1. The laws of the Federal Republic of Germany apply exclusively. Regardless of the above provision on choice of governing law, consumers who are normally resident in a country other than the Federal Republic of Germany may always invoke the laws of the state in which they are resident.
2. The sole place of fulfilment for delivery, performance and payment is Hamburg if the customer is an entrepreneur in the sense of § 14 German Civil Code.
3. If the customer is a merchant, then the exclusive (and international) court of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship is Hamburg. In the case of cross-border contracts, this also applies for non-merchants. CTS EVENTIM AG & Co. KGaA reserves the right to call on any other internationally responsible court.
4. CTS EVENTIM AG & Co. KGaA does neither commit itself nor is obliged to use alternative dispute resolution entities to resolve disputes with consumers.