

General terms & conditions of ticket i/O GmbH for ticket purchasers

ticket i/O GmbH, Spichernstr. 73, 50672 Cologne, Germany – hereinafter referred to as ticket i/O – is a provider of various software services as well as of services for the provision and management of sales processes as well as for the dispatch of event, concert and function tickets of any kind. ticket i/O is not the organiser of the events offered in this ticket shop. The respective organiser is explicitly stated during the sales procedure as well on the tickets purchased.

The sale of tickets is restricted to consumers full of age and with full capacity to act in line with Section 13 of the German Civil Code and to entrepreneurs in line with Section 14 of the German Civil Code - hereinafter referred to as 'client' .

Section 1 Scope, definitions

(1) The following general terms & conditions regulate the basic contractual framework for the provision and management of sales processes and for the dispatch of tickets offered in this ticket shop as well as for the use of other services offered, and shall apply to all tickets purchased through ticket i/O and to any other services used by the client, as well as to all other rights and duties of the contractual partners. Deviating contractual provisions of the client are not accepted, unless ticket i/O has given its express written consent.

Upon purchase of a ticket through this ticket shop, the client and the respective organiser enter into a contract with regards to the participation in the event and to the event offered. The staging of events purchased through this ticket shop is in the responsibility of the respective organisers with all rights & obligations.

It is explicitly pointed out to the client that the participation in events may be subject to further relevant regulations as stipulated in the terms & conditions of the respective organiser which must be likewise accepted by the client.

By activating the check box during the purchase order procedure, the client explicitly agrees to the general terms & conditions of ticket i/O. In the event that the organiser introduces separate term & conditions regulating the contractual relationship, the client is prompted to activate a separate check box during the purchase order procedure. The existing active check boxes must be checked in order to the client to purchase event tickets through this ticket shop.

(2) The client is a consumer as long as the purpose of the ordered supplies and services is predominantly outside his trade, business or profession. An entrepreneur, on the other hand, is a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

Section 2 Conditions and services for entering a legal transaction

(1) In this ticket shop, ticket i/O offers events and concerts of various organisers. Upon purchasing a ticket, the client has the right to take part in the event chosen. Further details about the events offered can be found on the web page of the respective event organiser.

Natural and legal persons may purchase tickets; however, natural persons must have full capacity to act. In the event descriptions, ticket i/O may stipulate age restrictions that are applicable to the participation in one/or more events. ticket i/O reserves the right to request proof of the full capacity to act. Clients do not have a general right allowing them to purchase one and/or several tickets.

(2) The client is liable to provide true and correct information as requested in the ordering form. An order is only successful when all mandatory fields have been completed. Any changes to the provided data, must be communicated to ticket i/O by the client. The client has the right to place several orders using the same or several names and to transfer tickets to third parties. The client is however not permitted to sell tickets to third parties at a price higher than the purchase price offered by ticket i/O.

(3) ticket i/O has the right to review the registered information of the client using appropriate measures and to not accept incomplete and/or untrue orders.

Section 3 Conclusion of contract and use of tickets

General terms & conditions for ticket purchasers

(1) The client may choose among various events and various organisers. Via the button 'Purchase', the client legally binds himself to purchasing the selected tickets. Prior to ordering a ticket, the client may review and change the data at any time. However, the purchase request can only be sent and transmitted if the client accepts the general terms & conditions of ticket i/O as well as, if need be, the general terms & conditions of the respective organiser, thus being included in the client's request.

(2) A contractual agreement about the participation in an event is concluded with the respective organiser if the client effects payment of the selected ticket through a selected payment service provider and if the client received an automatic email from ticket i/O confirming payment. Currently, payment options provided by ticket i/O include prepayment, direct debit, 'SofortÜberweisung' (instant transfer), Paypal, iDeal, and credit card. The client is advised that ticket i/O reserves the right to deactivate individual payment options, at any time.

With respect to 'SofortÜberweisung', PayPal, and/or credit card payment options, tickets are dispatched electronically via e-mail immediately after purchase is complete. This e-mail re-states the order of the client. The client can print this e-mail via the 'Print' function. This order confirmation also includes a link indicating to these general terms & conditions. The e-mail confirming the purchase order further contains a link to the tickets purchased; thus, accessible in electronic form and available in a printable version. Insofar as the paid "Production and shipping of hardcopy tickets" option is selected during the purchase process, the tickets are sent to the postal address entered during the purchase within 3 working days.

As for payments by direct debit or cash advances, the client is sent a confirmation email after the purchase is completed. This order confirmation e-mail states the order of the client. The client can print this e-mail via the 'Print' function. This order confirmation also includes a link indicating to these general terms & conditions. Upon receipt of payment, the client is sent an order confirmation email, confirming the successful payment. The e-mail confirming the purchase order further contains a link to the tickets purchased; thus, accessible in electronic form and available in a printable version. Insofar as the paid "Production and shipping of hardcopy tickets" option is selected during the purchase process, the tickets are sent to the postal address entered during the purchase within 3 working days.

The client is advised that each organiser reserves the right to not accept the request of the client to conclude a contract, for good reason and at any time (e.g. in the case of misuse).

(3) The client is further advised that prior to participating in the event for which a ticket was purchased, the client is obliged to present to the entry personnel the ticket purchased at this ticket shop and, if requested, a valid identification document (insofar as this is required by the organiser in its conditions of use).

Furthermore, ticket i/O expressly points out that the client can only claim access to the event selected when in possession of a valid ticket and if the client can show a valid identification document.

(4) Any misuse and/or breach of the general terms & conditions of ticket i/O result in loss of right to access to the event without right of compensation of the client. The purchased ticket shall lose its validity as from the point in time when the misuse and/or breach of the general terms & conditions was established.

The client shall be advised that the organiser reserves the rights to make use of its 'house rules', at any time, to have the client removed from the event venue and to ban the client from re-entering. Following such ban, the ticket purchased by the client shall lose its validity.

(5) The validity of the ticket purchased is restricted to the respective event and organiser as well as to related planned alternative dates and expires after the event. Other provisions may apply if the organiser regulates the validity of tickets differently.

(6) The organiser may have reserved the right in its terms of use to cancel an event prior to the start and without giving any reasons. Legal consequences resulting from cancelling an event shall be extracted from the general terms & conditions of the respective organiser, as may be applicable. Otherwise, the statutory provisions shall apply.

(7) If the client loses his ticket or if the ticket is outside his area of responsibility, ticket i/O is not liable for providing a replacement.

Section 4 Delivery, availability of tickets

(1) If no tickets are available for a selected event at the time of booking, this shall be indicated to the client during the purchase order procedure. In this case, the client cannot place an order. A contract pursuant to Section 3 is not concluded in this case.

(2) Tickets are given in household quantities.

Section 5 Retention of title

Until payment in full, the ticket remains property of the respective organiser. Seizures, insolvency, damage and loss of tickets must be communicated to ticket i/O or the respective organiser promptly.

Section 6 Prices and shipping costs

(1) All prices offered in this ticket shop are inclusive of the applicable statutory value added tax. Prices of the tickets offered are indicated as 'including VAT'. The amount of VAT included in the final price is included in the price list prior to sending the order.

(2) The applicable shipping costs are indicated to the client for the individual products and in the order form. They are to be borne by the client.

(3) During the purchase order procedure, the client is advised of all applicable costs to be paid by him. The total price shown during the purchase order procedure includes the ticket price plus processing fee and VAT. There are no further hidden costs for the client.

(4) The client is further advised that during ticket purchase through ticket i/O, additional costs of the client's respective Internet service provider for providing an Internet connection may be charged.

Section 7 Payment options

(1) The client can make use of the payment options PayPal, 'Sofortüberweisung'(instant transfer), SEPA debit, prepayment, iDeal or credit card. For the performance and processing of various payment options and for their respective billing no further costs are incurred by the client.

(2) The purchase price must be paid immediately after the client has clicked the 'Purchase' button. In case of delayed payment, the statutory provisions apply.

(3) The legal regulations apply in the event of late payment.

Section 8 Guarantee

(1) ticket i/O is liable for damages in connection with the brokerage of tickets in line with the respectively applicable legal provisions, in particular Section 434 and the following of the German Civil Code, as long as these general terms & conditions do not state differing guarantee regulations, in particular with respect to Section 3. For entrepreneurs, the guarantee obligation of the ticket i/O is restricted to 12 months starting from start of statutory limitation period.

(2) Guarantee claims of a client cannot be transferred to third parties.

Section 9 Set-offs and right of retention

Set-off rights can only be claimed by the client, if his counter-claims have been legally established, if they are uncontested or accepted by ticket i/O or if in close synallagmatic relationship to the claim of ticket i/O. The client may exercise his right of retention, as long as his counter-claim is based on the same contractual relationship.

Section 10 Right to withdraw

If the client is in default with the general terms & conditions, ticket i/O has the right to withdraw from the contract concluded with the client, after unsuccessful expiration of a grace period.

Section 11 Liability

(1) ticket i/O is fully liable for loss of life, bodily injury or damage to health resulting from a breach of duty through ticket i/O as well as for damages caused through loss of guaranteed quality by ticket i/O. ticket i/O guarantees to continuously review the qualities of third-party performances, at any time, and, if need be, take respective counter-measures. ticket i/O cannot be held accountable for arising mistakes and erroneous qualities caused by third parties that ticket i/O cannot influence, such as server and email system downtimes.

In the event of slight negligence, ticket i/O is only liable if major contractual obligations (“material contractual obligations”) have been breached. Material obligations are those which must be fulfilled in order for the contract to be properly executed, which jeopardise the contract purpose if breached, and which the contractual partner can duly rely on being upheld. In this case, ticket i/O’s liability is limited to typical, foreseeable damages.

(2) ticket i/O is not an organiser of any of the events offered in this ticket shop and cannot be held accountable as organiser for damages that can arise in connection to an event.

(3) ticket i/O is not liable for damages (in particular, for personal injuries and damage to property) culpably caused by clients while on the premises of an event. The client will indemnify and hold ticket i/O harmless from any unjustified claims of third parties including from all legal costs and expenses.

(4) ticket i/O is not liable for bodily injuries suffered by the client during his event visit when caused by own fault.

(5) ticket i/O is not liable for damages and/or loss of property and objects which the client brought into the event premises and/or abandoned and/or forgot during his stay.

(6) ticket i/O is not responsible for untrue information about the performance or cancellation of an event nor for event changes. The organizer is solely responsible for the content, integrity and accuracy of the information.

(7) ticket i/O does not assume responsibility if one of the events regulated by this agreement cannot be performed or must be cancelled as a consequence of force majeure, in particular resulting from Section 3 (5)).

(8) The aforementioned liability restrictions further apply to companies affiliated with ticket i/O (except for the organiser of the respective event) as well as to personal liability of staff members, employees, co-workers, representatives, shareholders and vicarious agents of ticket i/O and/or companies affiliated with ticket i/O.

Section 12 Availability of services offered

(1) ticket i/O is committed to provide the tickets offered and other services in this ticket shop at any time and in full. However, ticket i/O is not liable for uninterrupted use or accessibility of the tickets and services offered, neither for transmission delays, faulty transmissions or storage failures or for any restrictions of the offered products and other services on the domain ticket.io. It shall be expressly pointed out that during required maintenance works on the web page, the Internet offer and/or individual services might be interrupted.

(2) ticket i/O reserves the right to restrict the products and other services offered, at any time and without reason, fully or partially and/or to restrict their availability.

Section 13 Cancellation of purchases and right to a refund following a distance sale

In connection to the Internet offer on the domain www.ticket.io, ticket i/O is obliged to provide services within the recreational area within a fixed period of time pursuant to Section 312g Para 2 line 1 no. 9 German Civil Code, contracts to be concluded with ticket i/O are not distance sale contracts. Cancellation of an agreement or the right of refund in line with Section 312g Para. 2 line 1 no. 9 German Civil Code.

Section 14 Data Protection

The use of the offer in this ticket shop is governed by the privacy statement of ticket i/O which can be read on each sub-page of the Internet offer of ticket i/O.

Section 15 Online dispute resolution as per Art. 14 Para. 1 of the ODR Regulation

The EU Commission provides an online dispute resolution facility through an online platform. This platform can be accessed at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. The ticket i/O email address is: support@ticket.io

There is no obligation to participate in arbitration proceedings under Section 36 Para. 1 No. 1 of the Consumer Dispute Resolution Act (VSBG), nor is this option even offered.

Section 16 Final Provisions

(1) The client can only set off uncontested or legally established claims with claims of ticket i/O.

(2) The client clearly accepts that transactional declarations of ticket i/O are communicated to the client via e-mail. E-mails are considered delivered when saved in the e-mail mailbox of the client or retrievably stored by his Internet provider.

(3) The law of the Federal Republic of Germany shall apply to contracts concluded between ticket i/O and the client, excluding the UN sales convention.

(4) If the client is a company, such as a merchant, a legal entity of public law or a special fund under public law, the place of jurisdiction for all disputes arising from the contractual relationship between the client and ticket i/O shall be Cologne.

(5) Should the aforementioned general terms & conditions be or become invalid and/or incomplete, the remainder of these terms & conditions shall remain valid or enforceable. The valid and/or incomplete provision shall be replaced by a provision that closely approximates the legal intention of the invalid and/or incomplete provision. The same applies to legal gaps.