

# Information

CTS EVENTIM Sports GmbH only procures the event contract by the name and on behalf of the organiser, unless CTS EVENTIM Sports GmbH itself is expressly identified as organiser in an individual case. When ordering a ticket the customer commissions CTS EVENTIM Sports GmbH with the handling of the purchase including shipping.

## General Terms and Conditions for the Online Ordering System of CTS EVENTIM Sports GmbH

### I. Scope of application

For all orders placed with us regarding the delivery of tickets, the following General Terms and Conditions exclusively apply in relation to CTS EVENTIM Sports GmbH.

### II. Contract

1. The offer for a contract arises from the customer as soon as the order transaction of the ticket(s) has been completed. The booking confirmation sent online to the customer by CTS EVENTIM Sports GmbH is a verification for the formation of a contract between the customer and the particular contract party (organiser or CTS EVENTIM Sports GmbH).

2. No guarantee is assumed for the correctness of the data contained in the website of CTS EVENTIM Sports GmbH.

3. CTS EVENTIM Sports GmbH is entitled to cancel a booking made by a customer (one-sided right of withdrawal) which was confirmed online under the terms of paragraph II 1, if the customer is in breach of the organizers and EVENTIM Sports terms and conditions, which were mentioned in line with advance sale or attempted to bypass (e.g. breach of ticket amount limitation per customer, prohibition of resale, attempt to bypass by using more than one user profile, etc). The declaration of cancellation is implied if the already paid amount has been credited to the customer.

### III. Price components and payment terms

1. The prices for tickets may exceed the printed-on ticket prices (cf. no. III.2). You can pay either by credit card (Visa or MasterCard) or SEPA direct debit. VAT is included.

2. When ordering online a service fee which may vary according to the event will be charged. Postage and

shipping charges are included. The service fee is displayed in the shopping basket during the booking process. You will not be charged for any further costs if not clearly displayed.

3.The handling of payments of Visa and MasterCard is effected by the CTS EVENTIM Nederland B.V., Postbus 69507, 1060 CN Amsterdam, Netherlands, subcompany of the CTS EVENTIM AG & Co. KGaA.

## **IV. Right of rescission and refund**

As far as CTS EVENTIM Sports GmbH offers services on behalf of the organiser in the area of recreational activities ? especially tickets for events ? no distance selling contract (Fernabsatzvertrag) as per § 312b German Civil Code is present. I.e. a two-week right of rescission and refund does not exist. Therefore, every order of tickets is binding immediately after the confirmation of CTS EVENTIM Sports GmbH (on behalf of the organiser), and obligates to accept and pay for the tickets ordered.

## **V. Deposit of tickets**

When ordering tickets less than five days before the particular event the tickets will not be sent to you by post any more, but will be deposited at the venue in order to be picked up personally. In this case, you will be informed in due time about place and date for the collection.

## **VI. Limitation of liability, exclusion of rescission in case of specific breaches of duty**

1.According to the product liability law CTS EVENTIM Sports GmbH is in any case legally responsible without limitation for intentional or grossly negligent caused damages, fraudulent concealment of defects, damages resulting from tortious injuries of life, limb, or health as well as damages resulting from breach of warranty.

2.In case of breach of essential contractual obligations (so-called cardinal obligations), only based on simple negligence, liability of CTS EVENTIM Sports GmbH is limited to the contract-typical, anticipated damages only.

3.Apart from the cases shown in paragraph 1 and 2 CTS EVENTIM Sports GmbH is not liable for damages caused by simple negligence.

4.The right of the customer to release him-/ herself from the contract is excluded when breach of duty is not represented by the organiser or CTS EVENTIM Sports GmbH, and does not have a defect of the goods.

5.As far as the liability of CTS EVENTIM Sports GmbH is excluded or limited according to the aforementioned paragraphs, this also applies to the liability of its vicarious agents and persons employed in performing contractual obligations.

## **VII. Final clause**

1.The Law of the Federal Republic of Germany applies exclusively.

2.As far as the customer is entrepreneur (acc. to § 14 German Civil Code) place of performance for delivery, service, and payment is Hamburg, Germany.

3.If the customer is a registered trader, exclusive (and international) place of jurisdiction is

VII.Final clause

Hamburg, Germany, regarding all direct or indirect disputes arising from the contractual relationship. This is valid for non-traders also in case of transborder contracts. CTS EVENTIM Sports GmbH reserves the right to call upon any other international responsible court also.