General Terms of Use for the Secondary Ticket Market

CTS Eventim AG & Co. KGaA, Hohe Bleichen 11, 20354 Hamburg (hereinafter "EVENTIM") offers users a secondary ticket market, i.e. the opportunity to sell admission tickets of all kinds (hereinafter collectively "Tickets") to other users on its websites.

Ticket sales between users take place either via an offering integrated into EVENTIM's general ticket sales (labelled as “Resale”) or under the label fansale on the separate website www.fansale.de, dedicated exclusively to the secondary ticket market (both variants hereinafter collectively "EVENTIM.Resale"). In both cases, contracts of sale for the purchase of Tickets are concluded exclusively between the users themselves.

The following terms of use (hereinafter also the "Resale Terms") shall apply to the relationship between the user of EVENTIM.Resale and EVENTIM, as well as to the relationships between users. The user agrees to these Resale Terms by registering for or using EVENTIM.Resale.

In these Resale Terms, references to persons use only the masculine form or the grammatical gender. This is solely for reasons of readability and clarity. However, all genders and gender identities are expressly addressed without exception.

1. Registration and Customer Account

Users can log in to their Customer Account using the same login credentials on both www.eventim.de and www.fansale.de.

If no Customer Account exists, a new registration is required. The provisions of EVENTIM's Standard Terms of Business (Internet) shall apply to the creation, use and termination of the Customer Account, subject to the provision that only persons of legal age and legal entities are permitted to sell Tickets.

2. Items Offered for Sale and Creation of Offers

Only Tickets for concerts, theatre performances, sporting events and other events in Germany and abroad, including any additional services directly associated with such Tickets (e.g. catering, meet-and-greet or similar services), may be offered and purchased via EVENTIM.Resale.

Additional services not included in the Tickets themselves may not be offered for sale, even if they were originally purchased together with the Tickets, such as audio or video media, T-shirts and/or other merchandise. Tickets for events that contravene statutory provisions or public morals are likewise excluded.

An offer for sale is created via the Customer Account of the user (Seller). To do so, the user logs into the Customer Account, selects the Tickets to be sold in the personal ticket area and chooses the option to sell via EVENTIM.Resale. After the required offer details

have been entered, the offer is submitted for publication using the function provided for this purpose. Published offers are visible on both www.eventim.de and www.fansale.de and can be purchased through either website.

Tickets that a user did not purchase personally may be offered via the personal resale area in the user's Customer Account. For this purpose, the user is guided through a process in which the Ticket's barcode is scanned using a mobile phone camera or entered manually into an input form.

When posting an offer, the Seller specifies a period within which the offer may be accepted by a declaration of another user (Buyer). The offer shall automatically lapse upon expiry of that period, but no later than four hours before the start of the event, unless it has been accepted by another user.

By posting an offer, the respective Seller represents that the Seller is entitled to sell the listed Tickets and transfer them to third parties.

EVENTIM reserves the right to delete offers where there are reasonable grounds to suspect a breach of these Resale Terms, transfer restrictions or other terms imposed by organisers and/or applicable law.

3. Conclusion of Contracts between Users of EVENTIM.Resale

The publication of a Ticket offer constitutes a binding offer by the Seller to enter into a contract of sale at the listed price. The Seller may amend or withdraw a posted offer only for as long as it has not yet been accepted by a Buyer.

By clicking the "BUY NOW" button for a Ticket identified as an EVENTIM.Resale offer, the Buyer communicates acceptance to EVENTIM as the Seller's agent authorised to receive such acceptance. The contract of sale for the provision of the Ticket described in the offer is concluded exclusively between the Seller and the Buyer. Contractual relationships concerning the acquisition of and payment for the Tickets therefore arise exclusively between these two parties. EVENTIM shall under no circumstances create or assume any contractual obligations of its own in respect of the purchase or sale of Tickets.

However, the Seller and the Buyer authorise EVENTIM to make or transmit declarations in relation to transactions initiated by them on EVENTIM.Resale and instruct EVENTIM to arrange the transfer of Tickets and the processing of payment by EVENTIM or a payment service provider engaged by EVENTIM. EVENTIM shall neither be authorised nor obliged to make or receive any further declarations and/or to take any further action.

4. Transfer and Delivery of Tickets

EVENTIM transfers the Ticket to the Buyer on behalf of the Seller. In each case, this is done by reissuing the Ticket, which renders the original Ticket invalid irrespective of the type of Ticket.

The technical invalidation of the original Ticket, as well as the issue and provision of a new Ticket, carried out by EVENTIM at the Seller's request and on the Seller's behalf, serve solely to fulfil the contract of sale between the users. EVENTIM does not acquire the original Ticket, the newly issued Ticket or the underlying rights of admission, nor does it sell any of them in its own name.

The Seller shall not use or pass on the original Ticket under any circumstances. By selling Tickets via EVENTIM.Resale, the Seller confirms in a legally binding manner that the Seller will refrain from any use or onward transfer of the Ticket or Tickets concerned.

The Buyer can generally choose between different delivery methods. However, the range of options varies depending on the organiser and the event and is subject to the time remaining between the purchase of the Tickets and the event date. EVENTIM will always offer at least one of the Ticket types listed under a) to c) below, but is not obliged to offer all or any particular Ticket types for all Ticket sales. Subject to the foregoing, EVENTIM transfers the newly issued Ticket to the Buyer as follows:

a) Physical Tickets

Physical Tickets are reissued and printed and delivered by post by EVENTIM on behalf of the Seller.

If the Buyer does not receive the Tickets within two weeks after EVENTIM has confirmed the conclusion of the contract on behalf of the Seller, or is unlikely to receive them in good time before the event date, the Buyer shall contact EVENTIM customer service in good time (www.eventim.de/help).

For certain events, EVENTIM reserves the right to require the Seller to return to EVENTIM, by a trackable postal service (e.g. registered mail), the original physical Tickets whose rights of admission have been sold to the Buyer. This requirement is displayed to the Seller when creating the relevant offer, and the Seller receives the necessary return information, including the return address, by email.

Where the return of the original Tickets is mandatory, the purchase price less the Seller Fee payable by the Seller shall not be paid out until all relevant Tickets have been received by EVENTIM. In the case of a mandatory return, EVENTIM shall reimburse the Seller a flat amount of EUR 3.45 for shipping costs.

b) Ticketdirect & Mobile Ticket

Tickets purchased as ticketdirect or Mobile Tickets shall, following confirmation of the contract of sale, be made available for download directly in the order confirmation email and on the order confirmation page linked in that email. ticketdirect Tickets are provided as PDFs, while Mobile Tickets are provided as files for a mobile wallet.

c) EVENTIM.Pass

EVENTIM.Pass is a special form of using and managing the right of admission exclusively in digital form via an application (app) on a smartphone, which must be carried when entering the event.

Once the purchase and payment have been completed, EVENTIM.Pass Tickets purchased via EVENTIM.Resale are automatically made available in the Eventim app on the Buyer's smartphone under the "Tickets" navigation item. In the Seller's user account or app, the status of the resold Ticket is changed to "cancelled".

Further information on EVENTIM.Pass and its use is available in the relevant section of the Ticket Sales Terms and Conditions and via this link (https://www.eventim.de/campaign/pass/).

Any variations in the manner in which Tickets are transferred to the Buyer, as well as any transfer restrictions and/or separate terms and conditions of the organisers, will be communicated during the ordering process. Such information shall always take precedence over the provisions of these Resale Terms.

5. Price Components and Payment

If a contract between a Seller and a Buyer is successfully concluded via EVENTIM.Resale, EVENTIM shall charge the Seller a commission calculated as a proportion of the purchase price (hereinafter the "Seller Fee") and the Buyer a service fee (hereinafter the "Buyer Fee"). The amounts of the Seller Fee and the Buyer Fee are displayed to users when creating an offer or as part of each offer, respectively.

The total price displayed for each offer includes any applicable value added tax and consists of the purchase price set by the Seller plus the Seller Fee and the Buyer Fee payable to EVENTIM.

The Buyer shall pay the total price and bear any applicable shipping costs in addition. Whether shipping costs apply and, if so, their amount depends on the relevant Ticket type and/or the Buyer's selection and is indicated by separate notices during the ordering process.

Once EVENTIM has confirmed the purchase to the Buyer on behalf of the Seller, payment shall become due, and the purchase price, the Buyer Fee and any applicable shipping costs shall be paid or collected using the payment method selected by the Buyer.

The Buyer generally has access to the same payment methods as for the regular initial purchase of Tickets through EVENTIM. The provisions of Section IV, Clauses 2 to 5, of EVENTIM's Standard Terms of Business (Internet) shall apply.

The Seller instructs EVENTIM to receive from the Buyer the portion of the total price to which the Seller is entitled. If the Buyer fails to pay the total price for the relevant offer or reverses a payment already made (e.g. when using a credit card), EVENTIM shall be

entitled to initiate debt collection in respect of the Seller's claims, in the Seller's name and for the Seller's account, as well as in respect of EVENTIM's own claims. For this purpose, EVENTIM shall be entitled to issue payment reminders to the Buyer, apply for a payment order and an enforcement order in respect of the claims, or pursue the claims in court and, where applicable, enforce an enforcement order or a court judgment, and to entrust these activities to a debt collection service provider at its discretion. The Buyer shall bear the costs of these activities carried out by EVENTIM to the extent provided for by law. The Seller shall be entitled to prohibit EVENTIM from pursuing debt collection in an individual case. If the Seller exercises this right, the Seller shall be liable to EVENTIM for the delivery and shipping costs and the Buyer Fee if the Buyer fails to pay.

Users shall not be entitled to circumvent the fee structure of EVENTIM.Resale.

6. Forwarding of Payments

The purchase price received from the Buyer, less the Seller Fee payable by the Seller, shall be remitted to the Seller using the payment method used for the Seller's initial purchase. EVENTIM shall be entitled to any shipping costs charged for the shipping service it provides in the Seller's name.

If a payout to the payment method originally used to purchase the Tickets is not possible (e.g. where vouchers were used), the Seller must provide an IBAN or credit card for the payout when creating the offer.

In the case of a mandatory return of Tickets pursuant to Clause 4. a) of these Resale Terms, the payout shall be made after EVENTIM has received the Tickets (see above).

7. Commercial Sellers

Commercial sellers undertake, whenever they use EVENTIM.Resale, to comply with all statutory provisions, in particular those protecting consumers, including pre-contractual information requirements.

This includes, in particular but without limitation, identifying themselves as commercial sellers, complying with all VAT and other tax obligations and providing Buyers, upon request, with an invoice that meets statutory requirements.

8. Liability

EVENTIM shall be liable solely for the proper provision of its own platform, payment and technical transaction-processing services expressly undertaken under these Resale Terms, in accordance with the rules set out below. Beyond this, EVENTIM shall not itself assume any of the obligations arising from the contract of sale alongside or in place of the users and/or assume any further liability, in particular for payment of the purchase price by the Buyer. The liability of the Buyer and the Seller towards one another for all primary and ancillary obligations under the contract of sale shall remain unaffected in this respect.

In all other respects, EVENTIM's liability shall be governed by the provisions of Section IX of EVENTIM's Standard Terms of Business (Internet).

9. Miscellaneous

In the event of breaches of these Resale Terms, EVENTIM shall be entitled to exclude the users concerned from using EVENTIM.Resale, either temporarily or permanently.

EVENTIM may engage third-party companies for the purpose of exercising its rights or fulfilling its obligations under these Resale Terms.

In all other respects, the provisions of Section X of EVENTIM's Standard Terms of Business (Internet) shall apply.