

Event organizer / event responsibility:

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Party operating the ticket store on behalf of the organizer:

event it AG
Pelikanplatz 7-9
30177 Hannover, Germany
Email: [info\(at\)eventit.ag](mailto:info(at)eventit.ag)
Website: www.eventit.ag

General Terms and Conditions of event it AG for the online purchase of tickets

1. General information

event it AG, Pelikanplatz 7-9, 30177 Hannover (hereinafter: event it) sells tickets for the events offered online as a ticketing commission agent in its own name but for the account of the respective organizer. event it is not itself the organizer of the events offered. These are carried out by the respective organizer. The purchase of tickets is processed exclusively in accordance with these General Terms and Conditions of event it (hereinafter: **GTC**).

2. Contractual basis

With the purchase of a ticket, a contractual relationship is established exclusively between the ticket purchaser (hereinafter: **customer**) and event it with regard to participation in the event. The offer to conclude a contract is made by the customer as soon as they have placed their ticket order online. The ticket or event contract with event it comes into effect with the sale or dispatch of the ticket. Separate terms and conditions of the respective organizer may apply to participation in the event.

3. Conclusion of contract

3.1 The presentation of the offers in the online store does not constitute a legally binding offer, but an invitation to the customer to submit an offer. In particular, the ticket offer shown is non-binding and is subject to availability.

3.2 After going through the ordering process and entering the required information, the customer submits a binding offer to conclude a contract for the items in the electronic shopping cart by clicking on the "Order with obligation to pay" button. The customer can change and view the data at any time before submitting the order. However, the offer can only be submitted and transmitted if the customer accepts these contractual conditions beforehand.

3.3 A contract is only concluded with the written order confirmation from event it or with the delivery of the tickets.

3.4 The content of the contract based on these terms and conditions will be saved electronically by event it after the conclusion of the contract and sent to the customer by e-mail.

The customer can retrieve and save these terms and conditions before placing his order via a link in the online store and via a link in the order confirmation.

4. Prices and fees

4.1 All prices listed in the event it online store include the applicable statutory VAT. The individual prices as well as the total price of the order are displayed to the customer in the online store during the ordering process.

4.2 All services that event it provides in its own name and for the account of the organizer in order to fulfill the ticket purchase between the customer and the organizer are included in the total price. This total price and its composition and the statutory VAT included therein are stated in the electronic shopping cart compiled by the customer in the online purchase process. If the organizer provides for a separate collection of fees, different fees may be charged depending on the customer's selection of certain services, such as shipping or payment methods. The customer confirms the final ticket prices and fees listed in the shopping cart during the online booking process by clicking on the order button.

5. Payment and delivery

5.1 The total price is due for payment immediately after conclusion of the contract. event it collects payments from customers in its own name and for the account of the respective organizer. As a rule, payment via the service provider stripe.com by credit card (Visa, MC and American Express) and Paypal is offered free of charge. The customer's account is debited when the order is accepted. event it has the right not to offer individual payment methods for certain events. Excluded from this is the SEPA direct debit payment method. As long as and insofar as at least one other free payment option is available to the customer, event it can also waive the SEPA direct debit payment method.

5.2 In the case of hybrid and face-to-face events, the customer will be informed about the type of provision (postal delivery, print@home (printout via the order confirmation email) including mobile ticket and cash desk collection (only if this delivery method is activated by the organizer)) during the ordering process, depending on the organizer's specifications. For digital events, the customer will receive the access code/access data by e-mail.

6. Ticket purchase and resale, exchange

6.1 Tickets are sold exclusively to end customers. The commercial resale of tickets is only permitted with the express written consent of event it.

6.2 Tickets may not be exchanged.

7. Participation in events

7.1 Participation in an event is only possible with a valid ticket. The presentation of an order confirmation or an invoice is not sufficient for this purpose.

7.2 In the case of digital events, the customer must keep the transmitted access data secret. The customer redeems the transmitted temporary access data for the digital event as described in the confirmation email and then receives an individualized access code. If the customer has lost the temporary access data before redeeming it, it can be resent to

the customer. The temporary access code can only be individualized once. If the individualized access code is lost, it cannot be replaced. The temporary access data transmitted cannot be sent again after the individualized access code has been redeemed and created. There is no entitlement to participation or reimbursement of the ticket in the event of loss or misuse.

7.3 In the case of face-to-face events, the customer is responsible for ensuring that the barcode is legible at the time of access control. The customer is obliged to keep the ticket protected from duplication by third parties. In the event of loss and/or misuse of the ticket by the customer, the customer shall have no claim to participation in the event or reimbursement of the price.

8. Warranty

Warranty claims of the customer regarding the event exist only against this organizer. In particular, event it is not liable for the actual realization of the event or for the reimbursement of paid ticket prices in the case of cancelled or postponed events. event it is also not liable for any resulting damages.

9. Postponement or cancellation of an event

In the event that an event is postponed or canceled, any claims by the customer must be asserted directly against the respective organizer. There is no entitlement to the return of the ticket by event it. However, event it will endeavor to settle the matter in the interest of the customer. If event it takes back tickets in individual cases, this only applies to those tickets that were also purchased from event it. Any shipping and service fees will not be refunded.

10. Limitation of liability

10.1 event it is liable for a culpable breach of essential contractual obligations in accordance with the statutory provisions. Essential contractual obligations are obligations that characterize the typical purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the customer may regularly rely. As far as event it is neither guilty of gross negligence nor willful misconduct, event it is only liable for the typically occurring, foreseeable damage.

10.2 In all other cases, event it is liable if damage has been caused by event it or a vicarious agent of event it intentionally or through gross negligence. If a guarantee is assumed and for damages resulting from injury to life, limb or health, event it is liable in accordance with the statutory provisions. Otherwise, claims for damages from breaches of duty against event it are excluded.

10.3 Liability in accordance with the Product Liability Act remains unaffected.

11. No right of withdrawal for ticket purchases

According to § 312g para. 2 sentence 1 no. 9 BGB, consumers do not have a right of withdrawal for contracts for the provision of services in connection with leisure activities if the contract provides for a specific date or period for the provision of services. Insofar as event it offers services in the field of leisure activities, in particular tickets for events, there is therefore no right of withdrawal. Every order of tickets is binding immediately

after confirmation by event it and obliges the customer to accept and pay for the ordered tickets immediately.

12. Dispute resolution

The EU Commission's platform for online dispute resolution (OS) can be reached at: <https://ec.europa.eu/consumers/odr>. The e-mail address of event it is: info@eventit.ag event it is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

13. Final clauses

13.1 Das Rechtsverhältnis zwischen event it und dem Kunden unterliegt deutschem Recht. Das UN-Abkommen über Verträge über den Internationalen Warenkauf (CISG) findet keine Anwendung. Ist der Kunde Verbraucher i.S.v. § 13 BGB mit Wohnsitz innerhalb der Euro-päischen Union, kann auch das Recht am Wohnsitz des Kunden anwendbar sein, sofern und soweit es sich um zwingende verbraucherrechtliche Bestimmungen handelt.

13.2 Alleiniger Erfüllungsort für Lieferung, Leistung und Zahlung ist der Sitz von event it, sofern der Kunde Unternehmer i.S.v. § 14 BGB ist. Ist der Kunde Kaufmann, juristische Person des öffentlichen Rechts oder öffentlich-rechtliches Sondervermögen, so ist der Sitz von event it ausschließlicher (auch internationaler) Gerichtsstand für alle sich aus dem Vertragsverhältnis unmittelbar oder mittelbar ergebenden Streitigkeiten. Dies gilt im Falle von grenzüberschreitenden Verträgen auch für Nichtkaufleute. event it behält sich jedoch das Recht vor, eigene Ansprüche auch am allgemeinen Gerichtsstand des Kunden geltend zu machen.