

## **1. Terminology**

Festivalia GmbH, Fehmarnstraße 7, 24782 Büdelsdorf – subsequent called deinetickets.de

Seller – customer and contractual partner of deinetickets.de

End customer – purchaser of tickets

## **2. General Information**

Deinetickets.de is an online system for the distribution of tickets

## **3. Coverage**

1. The following conditions are valid for contracts of deinetickets.de with the seller, for the supply of an online system for the sale and the administration of physical and electronic tickets for events of the seller.

2. These general terms and conditions are valid for follow up contracts, independent of the fact if once more explicitly referred to the conditions of a single follow up contract.

3. Alternative terms and conditions of the seller will not be integral part of the contract, unless they will be accepted in writing by deinetickets.de. The accomplishment of benefits by deinetickets.de does not mean to accept the terms and conditions of the seller.

## **4. Contactual relationship**

1. Deinetickets.de supplies the seller with a virtual platform for the execution of his ticket sale respectively advance sale of tickets, for events organized by the seller. Deinetickets.de itself is not contractual partner of the contract between the end customer and the seller, regarding the purchase of tickets and the connected benefits of the organizer.

2. Deinetickets.de is not responsible for the proper performance of the event of the seller and the associated responsibilities. As far as deinetickets.de will appear face to face with the end customer in a single case, deinetickets.de is only the agent of tickets for the seller.

3. The seller will advise the internet user in an appropriate way, amongst others, by presentation of his internet appearance, his tickets and by his general terms and conditions, of his identity and quality as a contract partner and obligated party of the concluded contract regarding the ticket purchase and the connected benefits of the organizer.

## **5. Conclusion of contract**

By sending the undersigned contract documents, the seller hands in an offer for conclusion of contract to deinetickets.de. Only by sending the access data by deinetickets.de, the license contract with the seller is valid.

## **6. Benefits and availability of deinetickets.de**

1. Deinetickets.de supplies the seller with an access to the system of deinetickets.de, which lightens the sale and the logistical transaction of the sale of tickets.
2. Unless there is no maintenance work at the server of deinetickets.de, a technical defect or an act of god, or deinetickets.de makes limitations on access, this service is available 7 days a week for 24 hours. Sellers of tickets of strongly frequented events have to face the facts, that by announcing the start of sale and the related run of site, an availability of the server could be limited. Deinetickets.de does not take responsibility for a loss of data by a technical disturbance of the system.
3. Deinetickets.de commits to inform the seller about planned maintenance work, which will take longer than 30 minutes, at least one day in advance. The information can be carried out via email.
4. If a business interruption or another kind of disturbance of the availability occurs within the announced availability, deinetickets.de will clear that immediately after attainment of knowledge.
5. The seller is entitled to decrease the owing refund respectively, during business interruptions, which occur during the owing availability of the ticket shop or during an uninterrupted and not agreed business interruption of more than 48 hours.
6. In case of a remarkable disturbance of availability, the seller is qualified, in addition to downgrade the refund, to cancel the contract because of not granting of use corresponding to §543 BGB, after a reminder and an appropriate period of time. The availability is strongly affected, if the access to deinetickets.de is repeatedly not possible for the period of 48 hours as stated in figure 6.2.
7. If the seller has to face a disturbance or a business interruption, deinetickets.de is able to charge the appeared costs, for eliminating the disturbance, to the seller.

## **7. Rights and duties of the contracting parties**

1. The seller is bound to save his actual contact data and necessary payment data in the system of deinetickets.de and to keep them up to date. Deinetickets.de is not responsible to misrepresentation of the seller.
2. The seller is responsible for his access and is bound to keep the access data secretly. Any malpractice of access data is to be reported to deinetickets.de and the access is to be stopped. A responsibility of deinetickets.de because of misuse of access data is excluded.
3. Deinetickets.de is furthermore authorized to stop the access and stop the sale of tickets, if any violation against the general terms and conditions appears.
4. Deinetickets.de is authorized to stop the access of the seller and to exclude events from the sale, if they seem to be questionable.

## **8. Charges and payment modalities**

1. The amount of charges imposed by deinetickets.de is binding to the pricelist at the time of the conclusion of contract. These charges will be invoiced for each event (BGB). All fees are charged plus the respectively claimed value added taxes.
2. Deinetickets.de is able to change the prices according to equitable discretion. Deinetickets.de has to inform the seller about a planned change of prices in writing, at least one month before the aimed legal validity of these changes. If the client does not agree with the price changes, he is allowed to cancel the contract within a time limit of 2 weeks, after receipt of the information. If the seller does not cancel the contract within the deadline of notification, the changes in price are binding.
3. The accounting of the charges is done weekly via invoice.
4. The invoice is sent to the seller via email in pdf form.
5. If the payment is not carried out by the seller within the quoted period of time, the seller is in default automatically. The judicial dunning procedure will be initiated immediately without a further dunning letter.

## **9. Duration of the contract and notice of cancelation**

1. The contract will be concluded for an undefined period of time. It may be cancelled within 14 days by both parties anytime. The cancellation has to be done in writing.
2. The right of a cancellation without notice because of an important reason remains unaffected. An important reason for the cancellation of the contract by deinetickets.de is, notably, an infringement of the seller against legal prohibitions, in particular the violation of criminal, copyrighted, competition regulated, name righted regulations or regulations for reasons of data protection, a delay of payment of more than 6 weeks, as well as a massive change of the legal or technical standards in the internet, which makes it unacceptable for deinetickets.de to grant its fulfillment completely or partially.
3. The expiration of the contract causes the suspension of all events announced by the seller. Furthermore the access to deinetickets.de will be suspended. All obligations of the seller against deinetickets.de are due immediately.

## **10. Mental property rights and usage rights**

1. Deinetickets.de and the seller reserve all their mental property rights for services according to the contract, realized by them.
2. In case that the seller is connecting deinetickets.de into an owned website, deinetickets.de is granting the seller a non-exclusive, non-transferable and for the duration of the contract, limited usage right. Usage right means, to access the system of deinetickets.de and use the functions which organize the ticket sale, via agreed data networks. A surrender of object or source codes to the seller is not carried out.

3. If changes in the system of deinetickets.de, or updates are implied, during the timeline of the contract duration, the usage rights are valid too.

### **11. Liability**

1. Damages for nonperformance of the seller are excluded, as long as not assigned subsequently. The protruded non-liability clause is valid in favor of legal representatives and substitutes of deinetickets.de, as long as the seller should claim from them.

2. Excluded from the assigned non-liability clause, cypher 1, are damages for non-performance due to a violation of life, violation of the body and health and damages for non-performance due to violation of essential contractual duties. Essential contractual duties are those which are necessary to fulfill the aim of the contract. Also excluded from the non-liability clause is the liability for damages which are based on an intentional or grossly negligent breach of duty by deinetickets.de, its legal representatives or substitutes.

3. Regulations of the law on product liability (ProdHaftG) will not be touched.

### **12. Set-off agreement**

A right to set-off of the seller is only binding if his placed claim for a set-off agreement has been determined legally binding or is undisputed.

### **13. Release from liability**

The seller obligates, to make deinetickets.de within an inner relationship, available of all claims of third parties, which result from the sale of tickets via deinetickets.de, as well as from the publishing of data via its access. This includes infringement of copyright, violation on data protection and competition law.

### **14. Complaints procedure**

According to the directive 2013/11/EU as well as the regulation No 524/2013 on online dispute resolution for consumer disputes and amending Regulation (ADR/ODR), online-sellers are obligated to set up a link to the online regulation system until 09.01.2016.

The online regulation system is available at <http://ec.europa.eu/consumers/odr/>

### **15. Final clauses and severability clause**

1. The sol place of delivery, performance and payment to and from deinetickets.de is Kiel.

2. Place of general jurisdiction for all disputes regarding the contractual relationship between customer and provider, is the place of business of the provider, as long as the customer is an artificial person of public law or it is a special property governed by public law.

3. Changes or extensions of this contract have to be done in writing. It also includes these written clauses. No spoken supplements are valid.

4. German law is binding free of UN conventions on contracts for the international sale of goods.

5. If single terms of this contract are not effective or impracticable, respectively become not effective or impracticable after the conclusion of this contract, the effectiveness of this contract is not touched. Instead of the terms which are not effective or impracticable, terms that are effective and practicable should be used, which effects are closest to the economic aims of both parties.