

## **Terms of Service**

concerning concert events organized by MCT Agentur GmbH

### **1. SCOPE, CONTRACTUAL RELATIONS**

1.1. The present General Terms and Conditions (referred to hereinbelow as the “General Terms and Conditions”) apply to concerts organized by MCT Agentur GmbH, Strausberger Platz 2, 10243 Berlin, Managing Director: Scumbeck Sabottka, entered in the Commercial Register kept by the Amtsgericht (Local Court) of Berlin under the number HRB: 65613 (referred to hereinbelow as “we” or “MCT”), with MCT acting as event organizer. They govern the relationship in place between MCT and the purchasers of tickets (referred to hereinbelow as “you” or the “customer”). The General Terms and Conditions are a component part of the agreement as to the acquisition of concert tickets (referred to hereinbelow as the “Tickets”). In the event that the customer uses general terms and conditions of its own that contradict our General Terms and Conditions set out here, these shall not become a component part of the agreement unless we have consented to them in writing.

1.2. By purchasing a Ticket, you as our customer will confirm that you are aware of these General Terms and Conditions and that you have accepted them as being binding upon yourself. Should you acquire the Ticket(s) online, you will confirm this by clicking on the button “Ich bestätige außerdem, dass ich die Allgemeinen Geschäftsbedingungen gelesen habe und stimme ihnen zu” (“I furthermore confirm that I have read the General Terms and Conditions of the event organizer and accept them”).

1.3. Besides the present General Terms and Conditions, the general terms and conditions of the respective owner of the venue and its site shall apply for the respective venue (including the corresponding house rules). These terms are included herein by reference

### **2. CONCLUSION OF THE CONTRACT, TICKET PURCHASE PRICE AND DUE DATE, NO RIGHT OF REVOCATION, AND EXCLUSION OF CHILDREN UNDER THE AGE OF SIX YEARS**

2.1. Tickets may be purchased directly from one of our distribution partners in advance ticket sale service points, via the internet, or via ticket hotlines. Our distribution partners broker the sale of the Tickets on behalf of MCT and for our account. The general terms and conditions employed by our distribution partners have equal rank with the present General Terms and Conditions and are likewise to be observed. Where our distribution partners’ terms deviate from the MCT General Terms and Conditions, the latter shall govern.

2.2. In purchasing Tickets, an agreement as to the attendance of the concert event is concluded by you as the customer and MCT as the event organizer. MCT as the event organizer shall be entitled to the entirety of the Ticket Purchase Price, which is comprised of the basic ticket price, the convenience charge, the charge for mass transit, and other fees, in each case including statutory VAT (referred to hereinbelow as the “Ticket Purchase Price”). The Ticket Purchase Price shall be due for payment immediately upon the contract having been concluded, unless a different payment deadline is provided to you in the course of the order process. It may be that our distribution partner charges additional fees in its own name. This will be indicated to you in the course of the order process.

2.3. Until payment of the Ticket Purchase Price is made in full, the Tickets shall remain the sole property of MCT and shall not entitle their bearer to access the event booked.

2.4. The contract as to the attendance of concert events is a contract concerning recreational events, regarding which the customer is not entitled to any right of revocation. Accordingly, you cannot revoke your declaration of intention regarding the order of tickets for recreational events.

2.5. The sale of tickets to children under the age of six (6) years is hereby ruled out. No ticket may be purchased for them (also not along with other tickets) as third-party beneficiaries. Children under the age of six (6) years will not be granted access to the event, also not if they are accompanied by a person who is a primary carer or who is tasked with care guardian obligations.

### 3. VALIDITY OF THE TICKETS

3.1. Your Ticket will entitle only one person each to attend the event booked. Upon your leaving the event, respectively the one-off activation (Online Tickets), the Ticket will no longer be valid.

3.2. It is expressly prohibited to use the Ticket in several instances.

### 4. RESTRICTIONS ON ACCESS TO THE CONCERT EVENT

In the event of a pandemic situation we reserve the right to impose special access restrictions to the concert in the interest of the health of our concert visitors. These will be announced no later than 14 days before the start of the concert.

### 5. RETURN OF TICKETS, REIMBURSEMENT OF THE TICKET PURCHASE PRICE IN CASE OF CANCELLATION OR POSTPONEMENT

5.1. As a matter of principle, you as a customer will have a claim to returning the Ticket and to being reimbursed for the Ticket Purchase Price, not including the convenience charge, only if events are cancelled and/or postponed.

5.2. The claim to reimbursement of the Ticket Purchase Price, not including the convenience charge, is to be brought forward

a) Should the event be cancelled without any other date being scheduled, at the latest four (4) weeks following the date of the event that was cancelled;

b) Should the event be postponed to a replacement date: at the latest by midnight of the day preceding the replacement date.

Should you be prevented, for reasons for which you are not responsible, from filing the corresponding reimbursement claim in due time – for example because you were ill – you are under obligation to provide proof of the circumstances that exclude your responsibility in this regard.

5.3 Should the event be postponed to a replacement date due to force majeure, you do not have a right to return the Ticket and to reimbursement of the Ticket Purchase Price as a result of the postponement, unless you can demonstrate that you cannot be reasonably expected to attend on the new date, for example due to an already booked trip. Force majeure includes, but is not limited to, catastrophes, acts of terrorism, war or war-like events, pandemics, epidemics, fire, extreme or catastrophic weather conditions (such as floods, hurricanes or cyclones) which constitute a risk to life and limb of those involved in the concert, storm and/or catastrophe warnings, strikes and official decrees for which we are not responsible.

5.4. The convenience charge will not be reimbursed. Should you rescind the agreement as regards the event, we will set off our claim to compensation in the amount of the convenience charge against the claim to reimbursement of the convenience charge paid to us. The reason is that should you rescind the said agreement, you will be under obligation to compensate us for the value of the brokerage services that you have enjoyed by purchasing your Ticket from us via our distribution partner.

5.5. Should our distribution partner charge additional fees in its own name (Clause 2.2), their reimbursement shall be governed by the general terms and conditions of said distribution partner.

5.6. You are to contact the distribution partner from whom you purchased the Tickets as regards your claim to reimbursement of the Ticket Purchase Price, not including the convenience charge. Unless our distribution partner has a different reimbursement procedure in place, the Ticket Purchase Price shall be reimbursed, not including the convenience charge, only upon the original Tickets being submitted. Should the Tickets have been lost, it will not be possible to reimburse the Ticket Purchase Price or to provide you with replacement tickets.

5.7. Your rights to rescind the contract within the scope provided for by law, or to demand compensation for damages in the event MCT is responsible for a violation of its obligations, shall remain unaffected hereby. However, the enforcement of claims to compensation of damages and/or the reimbursement of expenditures shall be subject to the liability reservation set out in Clause 11 hereof.

## 6. SPECIAL PROVISIONS FOR LIMITED TICKET PURCHASES

6.1. For certain events, a restriction of a maximum number of Tickets per person will be determined. These events will be marked with a corresponding notice as to the restrictions applying to the number of tickets, or this fact will be pointed out when you purchase the Tickets. For these events, you may acquire only the number of tickets that is indicated as a maximum number; this applies regardless of the number of purchases you may initiate. It is expressly prohibited that one person, or several persons who have affiliated themselves with others for the purpose of commercially trading tickets or selling them as a business, initiate(s) a greater number of purchasing processes than specified, for example by providing different e-mail addresses or using different payment means (particularly by using pre-paid credit cards deployed for the purpose of purchasing a greater number of tickets than is admissible), or by circumventing this rule in any other way.

6.2. For any instance in which Clause 6.1, sentences 3 and 4 hereof are culpably breached, MCT may demand that you pay a contractual penalty, the amount of which MCT may determine at its equitable discretion, and which, in the event of a dispute, may be reviewed before a court. As a general rule, the amount of the contractual penalty shall be based on the number of tickets purchased in violation of Clause 6.1, sentences 3 and 4, with this number being multiplied by the Ticket Purchase Price (Clause 2.2.). The maximum contractual penalty shall amount to EUR 5,000.00. Any further-reaching claims to compensation of damages or demands for payment of a contractual penalty for any other violations of the present General Terms and Conditions shall remain unaffected hereby. Any contractual penalty paid shall be set off against a claim to compensation of damages. In the event of any breach, Clause 10 shall additionally apply.

## 7. RESTRICTIONS ON ACQUIRING AND FORWARDING TICKETS

7.1. For reasons of fairness and by way of preventing tickets from being re-sold at inflated prices (scalping), thus also preventing any negative impacts on MCT's reputation as event organizer, it is in the interests of the latter to restrict the acquisition and the practice of tickets being forwarded. You hereby enter into obligation to purchase and use the Tickets solely for private use. In particular, you are specifically prohibited from

- a) Forwarding or selling the Tickets without the prior express approval of MCT, or acquiring them on behalf of a third party, where this is done in the context of commercial

or business activities;

b) Offering the Tickets for sale in the context of internet auctions not authorized by MCT;

c) Selling Tickets to third parties with the intent of making a profit without having obtained the prior express approval of MCT, or acquiring them on behalf of a third party in order to obtain a profit by the brokerage activity;

d) Forwarding and/or selling the Tickets for advertisement or marketing purposes, as a bonus, as a promotional gift or as part of any hospitality or travel package not authorized by MCT;

e) Selling the Tickets in front of the event venue; or

f) Acquiring Tickets by way of involving, as your representative, a third party acting on your behalf in a business or commercial capacity, unless the total fees to be paid to said third party amount to no more than 15% of the Ticket Purchase Price (Clause 2.2.).

7.2. For any instance in which the prohibitions set out in Clause 7.1. are culpably breached, MCT may demand that you pay a contractual penalty, the amount of which MCT may determine at its equitable discretion, and which, in the event of a dispute, may be reviewed before a court. As a general rule, the amount of the contractual penalty shall be based on the current offer price or price for the onward sale; as a minimum, however, it shall be based on the Ticket Purchase Price of the tickets offered for sale or forwarded in violation of Clause 7.1. hereof. The maximum contractual penalty shall amount to EUR 7,500.00. Any further-reaching claims to compensation of damages or demands for payment of a contractual penalty for any other violations of the present General Terms and Conditions shall remain unaffected hereby. Any contractual penalty paid shall be set off against a claim to compensation of damages.

7.3 Where the stipulations of Clause 7.1. f) have been violated, the agreement as to the attendance of the event will not be concluded, since any representation is ruled out in this case. In such event, you will be reimbursed for the Ticket Purchase Price (Clause 2.2.) already paid, to the exception of the convenience charge. Any ticket already issued will be disabled by ourselves or by our distribution partners and will thus lose its validity.

## 8. SPECIAL PROVISIONS FOR THE PURCHASE OF PERSONALIZED TICKETS

8.1. For certain events, the Tickets are personalized, in other words, only that person has the right to demand access to the event that holds visiting rights. That person's name will be printed on the Ticket as a component part of the Ticket. These events will be marked with a corresponding notice regarding the personalization of the Ticket, or notice of this fact will be given when the Ticket is purchased. You enter into obligation to acquire the Tickets exclusively for your private use and to use them exclusively on a private basis. Clause 7.1 shall apply. The first name and last name you provide will be noted on the Ticket. Should the option be available to purchase several personalized Tickets, you will be asked, when you make the purchase, to provide the first name(s) and last name(s) and

the e-mail address(es) of the other person(s) to whom the personalized Ticket(s) is / are to be issued; you are under obligation to provide this information truthfully immediately in making the purchase. The legal transaction will come about or fail upon the immediate and truthful provision of the various names of Ticket holders at the purchase, in due time, since immediately following the purchase process, the Tickets will be made out in the names that you have provided (referred to by legal experts as “relative obligation to perform at a fixed point in time”). Any violation of your obligation to provide the different names will mean that MCT will have to expend considerable additional amounts of time, effort and money in retroactively processing re-personalization requests and will cause conflicts during admission to the event. Additionally, concerts will be identified as “sold out” in spite of the fact that MCT has the right to rescind the respective agreements should you violate your obligation to provide different names, meaning that these seats will once again become available. Should MCT have to set an appropriate deadline for you in each case prior to rescinding the agreement, this would be to the detriment of the other fans and would enable the unauthorized trade in tickets at inflated prices. For the event that one and the same name is provided in purchasing several Tickets, in contravention of the above provision, MCT reserves the right, for the above reasons, to immediately rescind the agreement without this requiring any deadline to be set (Section 323 paragraph 2 no. 2 of the Bürgerliches Gesetzbuch (BGB, German Civil Code)). Moreover, you will be asked to confirm that you are entitled to personalize the ticket(s) in the name of the third person(s). In such cases, the contract shall be concluded exclusively by yourself with MCT. Any other persons that you may name will be the sole beneficiaries under this contract and will gain an independent right to attend the event (Sections 328 et seqq. of the German Civil Code).

8.2. The right to attend the event is the result solely of the contract you have concluded with MCT (Clause 2.2. hereof). Moreover, your name will have to be noted on the Ticket. As a result of the contract you have concluded with MCT, third parties for whom you have acquired a personalized Ticket are likewise entitled to attend the event. The names of these third parties must be noted on their Tickets. Moreover, the right to attend the event is enjoyed also by persons who have acceded to the contract with MCT in accordance with the stipulations of Clause 8.4. hereof. The names of these persons must be noted on their Tickets. An additional pre-requisite for attending the event is that you or the person(s) for whom you have purchased the Ticket, or who have acceded to the contract with MCT in accordance with the stipulations of Clause 8.4 hereof, are able to identify themselves at the admission ticket checkpoint by submitting a valid passport, personal identity card, driver’s license, credit card, or EC bank card.

8.3. MCT is not under obligation to demand that the said documents be shown to it at the admission ticket checkpoints in order to be sure that the ticket holder is in fact authorized to attend. MCT will be free from its performance obligations vis-à-vis its contractual partner if another person has obtained access to the event by presenting a Ticket. Only one person is authorized to attend the event per Ticket.

8.4. You may transfer your rights and obligations under the contract with MCT (and thus also the right to demand access to the event) to a third party only by that third party acceding in your stead to the contract with MCT, and such third party accepting all of your rights and obligations. This accession to the contract requires the consent of MCT, which is hereby granted in advance, subject to the restrictions set out hereinbelow in Clause 8.5.

8.5. For reasons of fairness and by way of preventing tickets from being re-sold at inflated prices (scalping), thus also preventing any negative impacts on MCT's reputation as event organizer, MCT will not grant its consent to a third party acceding to the contract with it as provided for in Clause 8.4 hereinabove in the following cases:

- a) Where the Tickets are forwarded or sold, or acquired for a third party, without the express prior consent of MCT, if this is done in the context of commercial or business activities;
- b) Where the Tickets are offered for sale in the context of internet auctions not authorized by MCT;
- c) Where the Tickets are sold at a price that is higher than the Ticket Purchase Price (Clause 2.2.) plus any expenditures that the seller may have incurred otherwise as a result of the acquisition or re-sale of the tickets (as a maximum, however, 15% of the Ticket Purchase Price (Clause 2.2.));
- d) Where Tickets are sold with the intent of making a profit, or where they are acquired on behalf of a third party in order to obtain a profit by the brokerage activity;
- e) Where the Tickets are forwarded or sold for advertisement or marketing purposes, as a bonus, as a promotional gift or a prize, or as part of any hospitality or travel package not authorized by MCT;
- f) In the event of any sale of Tickets without any reference being made to the present General Terms and Conditions, in particular Clause 8.4. and the present Clause 8.5. In such events, offering the Tickets and forwarding and/or re-selling them is prohibited. Likewise, the sale of the Tickets in front of the event venue is prohibited.

8.6. For any instance in which the prohibitions set out in Clause 8.5. are culpably breached, including the prohibition of offering Tickets in the instances set out in Clause 8.5., MCT is entitled to demand that you pay a contractual penalty. MCT may determine the amount of the contractual penalty at its equitably exercised discretion; in the event of a dispute, said amount may be reviewed before a court. As a general rule, the amount of the contractual penalty shall be based on the current offer price or price for the onward sale; as a minimum, however, it shall be based on the Ticket Purchase Price (Clause 2.2.) of the Tickets offered for sale or forwarded in violation of Clause 8.5. hereof. The maximum contractual penalty shall amount to EUR 7,500.00. Any further-reaching claims to compensation of damages or demands for payment of a contractual penalty for any other violations of the present General Terms and Conditions shall remain unaffected hereby. Any contractual penalty paid shall be set off against a claim to compensation of damages. In the event of any breach, Clause 10 shall additionally apply.

## 9. TRANSFER AND RE-PERSONALIZATION OF PERSONALIZED TICKETS

9.1. Subject to the stipulations of Clauses 8.4. and 8.5. hereof, in other words subject to the pre-requisite that the third party accedes to the contract with MCT including the present General Terms and Conditions and that MCT has consented to this being done in accordance with Clause 8.4. hereof, you are entitled to transfer the personalized Ticket you have purchased, in other words the entitlement to attend the event, to a third party. Following this transfer (Section 398 of the Bürgerliches Gesetzbuch (BGB, German Civil Code)), the Ticket must be re-personalized to the new holder of the entitlement to attend the event.

9.2. In addition to so transferring and re-personalizing the Ticket, you have the option of selling your personalized Ticket via the Ticket Exchange operated by smart tickets.de Gesellschaft für Vertriebslösungen mbH where you purchased the Tickets using the system operated by smart tickets (cf. Clause 8 of the General Terms and Conditions of smart tickets.de). The fact that the Ticket was created using the smart tickets.de Gesellschaft für Vertriebslösungen mbH system is reflected on the Ticket by its being printed with the smart tickets.de logo on the upper right-hand corner.

9.3. In re-personalizing a Ticket pursuant to Clause 9.1., you must know the name of the person for whom you wish to re-personalize the Ticket.

9.4. The re-personalization of the Ticket is performed by the distribution partner from whom you acquired your Ticket (Clause 2.1.).

9.5. In order to ensure that re-personalizations are performed exclusively by the parties authorized to do so, you will have to identify yourself to the distribution partner with an official identification document that can be copied (not a personal identity card) reflecting the identity of the Ticket holder (such as the health insurance identification card or a driver's license). Based on the identification document, our distribution partner will check whether the name of the purchaser set out in the Ticket corresponds to the name on the identification document. Your data will not be used for any other purpose than to establish that the person wishing a re-personalization of the Online Ticket is in fact identical with its purchaser.

9.6. Should you wish to re-personalize a Ticket that you have purchased for another person (Clause 8.1.), you will be asked by our distribution partner to submit an identification document (not the personal identity card or passport) of that person reflecting the identity of the holder of the Ticket (such as the health insurance identification card or a driver's license). Based on the identification document, our distribution partner will check whether the name of the person set out in the Ticket, for whom you have purchased the Ticket, corresponds to the name on the identification document.



By making available the identification document, you declare that you are entitled to re-personalize the Online Ticket for the person for whom you have purchased it and to make available for that person an official identification document that can be copied (not a personal identity card or passport). The data will not be used for any other purposes than to establish that the name set out on the Online Ticket is identical to that on the identification document.

9.7. Once the Ticket has been re-personalized, the Ticket originally issued will be disabled. It will no longer enable its holder to access the venue.

9.8. For each re-personalization, our distribution partner will charge a processing fee, of which you will be notified prior to said re-personalization.

9.9. Tickets can be re-personalized until, at the latest, six (6) hours prior to the start of admission to the event booked.

## 10. DISABLING PERSONALIZED TICKETS

10.1. In the event of a violation of the prohibitions set out hereinabove in Clause 6.1. or 6.5., MCT shall be entitled to disable the Tickets concerned, against reimbursement of the Ticket Purchase Price, not including the convenience charge, and to refuse access to the event to the respective holder of the Ticket.

10.2. In the event of repeated prohibitions set out hereinabove in Clauses 6.1. or 6.5., MCT shall be entitled to disable the Tickets without any compensation, in other words without reimbursement of the Ticket Purchase Price paid.

10.3. The distribution partner may also disable tickets on behalf of MCT. Moreover, the general terms and conditions of said distribution partners may stipulate further reasons based on which tickets may be disabled.

## 11. LIABILITY OF MCT

11.1. MCT shall be liable without any restrictions whatsoever for any and all damages to life, limb or health arising in the context of the contractual relationship where such damages were caused culpably. The same shall apply where liability is mandated by the law, in particular liability pursuant to the Produkthaftungsgesetz (ProdHaftG, German Product Liability Act), and in the event of guarantees.

11.2. In the event that essential contractual obligations are breached (so-called “cardinal obligations”), such breaches being based on simple negligence and not covered by the stipulations of Clause 11.1. hereof, MCT shall be held liable to a limited extent, this

being the compensation of the foreseeable damage that is typical for the type of contract concerned. The cardinal obligations of MCT include those duties the fulfillment of which is the basis of the due and proper implementation of the contract, and in the adherence to which you may, as a general rule, trust.

11.3. In all other regards, MCT shall be held liable only for grossly negligent or intentional violations of its contractual duties.

11.4. To the extent the liability of MCT is excluded or restricted by the stipulations of the above paragraphs, this shall also apply to the liability of its statutory representatives and the persons it employs in the performance of its obligations (Erfüllungsgehilfen).

## 12. OBLIGATIONS OF CUSTOMERS ATTENDING THE EVENT

12.1. No hazardous objects such as gas containers, pyrotechnical articles (such as flares, firecrackers or sparklers), laser pointers, weapons of any kind or objects that may be used as a projectile – in particular bottles and cans – may be taken to any event.

12.2. No audio recording devices, film, photo or video cameras may be taken to the event, nor may they be operated. This also concerns mobile radio devices with a photography application. Recordings of any form are prohibited and any abuse will be prosecuted under law.

12.3. In the event of the stipulations of Clause 12.2. being violated, MCT and its employees are entitled to seize the recording equipment and cameras and to keep them until the end of the event, such storage being liable to payment of a fee. The films and recording material of any nature on which parts of the event have been recorded may be seized and stored by MCT. They will be returned to the owner provided that the latter has consented to the recordings being deleted from such material.

12.4. MCT reserves the right to prohibit person who have violated the stipulations of the above paragraphs from entering the concert event, or to remove them from the event.

## 13. AUDIO AND VIDEO RECORDINGS BY MCT

Should video and/or audio recordings be prepared by authorized persons, such as for radio or television broadcasts, you hereby declare your consent to potentially being captured on video images and/or on audio recordings; unless legitimate interests on your part prevent this, you also consent to these recordings being copied, disseminated and publicly played back without your being entitled to any remuneration therefor; they may in particular be broadcast.

#### 14. APPLICABLE LAW, PLACE OF JURISDICTION

14.1. To the extent the customer is not a consumer, solely the laws of the Federal Republic of Germany shall apply; the UN Sales Convention is excluded.

14.2. The place of performance and the place of jurisdiction is Berlin if the customer is a merchant, a legal entity under public law, or special assets governed by public law.

#### 15. FINAL CLAUSES

15.1. By the time at which the contract is concluded, MCT has not concluded any agreements or made any undertakings, neither orally nor in writing, besides the present General Terms and Conditions.

15.2. Should individual provisions of this contract be or become null and void or ineffective, either wholly or in part, this shall not impact the effectiveness of the other provisions. The stipulations of the law shall replace those of the General Terms and Conditions that are not incorporated or ineffective (Section 306 paragraph 2 of the Bürgerliches Gesetzbuch (BGB, German Civil Code)). In all other regards, the parties shall determine an effective provision to take the place of that provision that is null and void or ineffective, which new provision is to approach as closely as possible the previous provision's economic intent, unless an amending interpretation of the contract takes precedence or is possible.

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