

GENERAL TERMS AND CONDITIONS

Close2Fan GmbH

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I. Scope of Application

1. The General Terms and Conditions apply to ticket purchases and the procurement of ticket purchases for scheduled events and the purchase of goods via order forms, orders by e-mail and webshops on www.close2fan.com, on subdomains and on third-party domains insofar as these shops and order forms are operated by Close2Fan GmbH. The GTC apply in the version valid at the time of the order. Unless otherwise stated, Close2Fan GmbH sells tickets or packages and/or goods to the buyer in its own name and for its own account. However, it is not itself the organiser, unless this is stated in the individual case. By purchasing tickets / goods, the buyer also accepts the general terms and conditions of the respective organiser and / or the seller and the house rules of the respective venue. The general terms and conditions of the respective organiser and / or seller and the house rules of the respective venue can be found on the respective homepages.

II. conclusion of contract

1. All orders placed by the customer are binding as soon as the customer has clicked on the button "continue to payment" & "payment" in the webshop or on the order form. In the case of orders via webshops or order forms, the customer shall receive a separate, possibly automated confirmation of receipt and content of his order after receipt. This confirmation does not automatically constitute acceptance of the purchase. This shall only take place by means of a separate written order confirmation, sending of the invoice or by means of delivery.

2. The correctness of the data contained in the web shops, order forms and / or on the homepage of Close2Fan GmbH is not guaranteed.

III. price components & payment modalities

1. The total price of the order includes the respective value added tax.

In the webshops, payments are possible with a valid credit card (VISA, Mastercard), internet enabled debit cards issued to the purchaser, as well as by EPS and Sofortüberweisung. For

orders via order forms and by e-mail, only bank transfer is possible. Some payment methods may vary depending on availability in some countries. If the name of the buyer and the credit card or account holder differ, Close2Fan GmbH reserves the right to refuse the conclusion of the contract or to cancel an order already placed at its own discretion and also without consultation (chargeback of the purchase price).

2. Depending on the type of event, the type of delivery and the goods, different shipping and service costs may be charged. These charges are displayed to the customer in the shopping basket when ordering in webshops & in the order information for order forms and e-mail orders. The customer will not incur any further, non-disclosed costs beyond these. 3.

3. The total price of each order is due immediately with the payment methods credit card, debit card, EPS, immediate transfer and with invoicing.

4. Each ticket shall only become valid upon payment in full.

IV. Delivery

1. Tickets ordered in the webshop are delivered exclusively as print@home or mobile tickets, unless otherwise stated. Please take special care with mobile tickets to avoid loss of data. Misuse of the admission authorisation will be punished. Modifications and copies (including unauthorised resale and unauthorised forwarding of mobile tickets) are prohibited. The organiser and the venue expressly reserve the right to refuse access to the event in the event of altered or misused admission tickets. Close2Fan GmbH, the organiser or the venue are not responsible for any additional costs or inconvenience caused as a result. Close2Fan GmbH accepts no liability for loss of data in the customer's area (e.g. deletion of the ticket).

2. The principle of first access applies. The respective ticket that is accepted first with its unique identification is the valid one. Subsequent tickets with the same identification will be automatically invalidated by the access of the first ticket.

3. Goods, unless a different delivery date is specified (e.g. on the evening of the event), will be dispatched by us within 14 days of receipt of payment. The choice of transport company is made by us to the best of our knowledge and belief but without guarantee for the choice of the fastest delivery. Additional costs incurred due to the provision of an incorrect delivery address by the customer or due to unjustified refusal of acceptance shall be borne by the customer.

V. Cancellation / Right of withdrawal

1. Even if an order confirmation has already been issued, Close2Fan GmbH is entitled to cancel an order (unilateral right of withdrawal) if the customer violates a specific condition specified by the organiser, seller or Close2Fan GmbH.

*) Violation of restrictions on the number of tickets per customer

*) In particular violations of prohibitions on resale

*) Attempt to circumvent by registering with several profiles

*) Commercial resale on so-called secondary ticketing platforms (e.g. Viagogo, StubHub, ..)

2. The declaration/cancellation of the withdrawal can also be made impliedly by crediting the collected amounts.

3. customers have no right of withdrawal from the purchase of tickets for a specific event in accordance with §18 para. 1Z 10 FAGG.

Exceptions to the right of withdrawal

§ 18. (1) The consumer has no right of withdrawal in the case of distance or off-premises contracts for

1. Services, if the trader - on the basis of an express request by the consumer pursuant to § 10 and a confirmation by the consumer of his knowledge of the loss of the right of withdrawal in the event of complete performance of the contract - had commenced performance of the service before the expiry of the withdrawal period pursuant to § 11 and the service was then completely performed,

2. Goods or services whose price depends on fluctuations in the financial market over which the trader has no control and which may occur within the withdrawal period,

3. Goods that are manufactured according to customer specifications or are clearly tailored to personal needs,

4. Goods that can spoil quickly or whose expiry date would be quickly exceeded,

5. Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided their seal has been removed after delivery,

6. Goods which, due to their nature, have been inseparably mixed with other goods after delivery,

7. Alcoholic beverages, the price of which was agreed upon at the time of conclusion of the contract, but which cannot be delivered earlier than 30 days after conclusion of the contract and the current value of which depends on fluctuations in the market over which the trader has no influence,

8. Sound or video recordings or computer software supplied in a sealed package, provided that the seal has been removed after delivery,

9. Newspapers, periodicals or magazines, with the exception of subscription contracts for the supply of such publications

10. Non-residential accommodation services, transport of goods, hiring of motor vehicles and the supply of food and drink and services supplied in connection with leisure activities, provided that in each case a specific time or period is contractually fixed for the performance of the contract by the trader,

11. The supply of digital content not stored on a physical medium, if the trader - with the express consent of the consumer, together with the consumer's knowledge of the loss of the right of withdrawal in the event of premature commencement of performance of the contract,

and after providing a copy or confirmation in accordance with § 5(2) or § 7(3) - has commenced delivery before the expiry of the withdrawal period in accordance with § 11.

(2) Furthermore, the consumer has no right of withdrawal in the case of contracts for urgent repair or maintenance work where the consumer has expressly requested the trader to visit him in order to carry out this work. If, during such a visit, the trader provides additional services which the consumer has not expressly requested or supplies goods which are not necessarily needed as spare parts for the maintenance or repair, the consumer shall have the right of withdrawal in respect of those additional services or goods.

(3) Finally, the consumer shall have no right of withdrawal in respect of contracts concluded at public auction.

4. Right of withdrawal for goods (see point 3 for the right of withdrawal for event tickets)

§ 11 (1) The consumer may withdraw from a distance contract or an off-premises contract within 14 days without giving any reason.

The period for withdrawal begins

1. In the case of service contracts, from the day of conclusion of the contract,

2. In the case of purchase contracts and other contracts for the acquisition of goods against payment

(a) On the day on which the consumer or a third party other than the carrier and indicated by the consumer takes possession of the goods,

(b) Where the consumer has ordered several goods as part of a single order which are to be delivered separately, on the day on which the consumer or a third party other than the carrier and indicated by the consumer takes possession of the last of the goods delivered,

(c) In the case of a contract for the supply of goods in several instalments, on the day on which the consumer or a third party other than the carrier and indicated by the consumer takes possession of the last instalment,

(d) In the case of a contract for the regular delivery of goods over a fixed period of time, on the day on which the consumer or a third party other than the carrier and indicated by the consumer takes possession of the first goods delivered,

3. In the case of a contract for the supply of water, gas or electricity not offered in a limited volume or quantity, the supply of district heating or the supply of digital content not stored on a tangible medium, on the day on which the contract is concluded.

5. Exercise of the right of withdrawal

§ 13 The declaration of withdrawal is not bound to any particular form. The consumer may use the model withdrawal form attached here. The withdrawal deadline is met if the withdrawal declaration is sent within the deadline. He can send it by post to Close2Fan GmbH, Josefstraße 100 / 3, A - 3100 St.Pölten or by e-mail to office@close2fan.com.

Sample withdrawal form:

(If you wish to cancel the contract, please fill in this form and return it as described above).

- To Close2Fan GmbH, Josefstraße 100 / 3, A - 3100 St.Pölten, office@close2fan.com

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of consumer(s) (only in case of paper communication)

- Date(s)

(*) Delete where inapplicable.

6. Consequences of withdrawal

§ 14. (1) If the consumer withdraws from the contract in accordance with § 11(1) the trader must reimburse all payments made by the consumer, including delivery costs if applicable, without delay, but at the latest within 14 days of receipt of the notice of withdrawal. He shall use the same means of payment for the repayment as the consumer used to make his payment; however, the use of another means of payment is permitted if this has been expressly agreed with the consumer and the consumer does not incur any costs as a result.

(2) If the consumer has expressly opted for a type of delivery other than the cheapest standard delivery offered by the trader, he shall not be entitled to reimbursement of the additional costs incurred by him as a result.

(3) In the case of sales contracts and other contracts for the purchase of goods, the trader may refuse repayment until he has either received the goods back or the consumer has provided him with proof that the goods have been returned; this does not apply if the trader has offered to collect the goods himself.

§ 15 (1) If the consumer withdraws from a sales contract or any other contract for the purchase of goods in accordance with § 11 (1), he must return the goods received to the trader without undue delay, but no later than 14 days from the date of the declaration of withdrawal; this does not apply if the trader has offered to collect the goods himself. The return period shall be deemed to have been observed if the goods are dispatched within the period.

(2) The direct costs of returning the goods shall be borne by the consumer; this shall not apply if the trader has agreed to bear these costs or if he has failed to inform the consumer of his obligation to bear the costs.

(3) In the case of contracts concluded away from business premises where the goods were delivered to the consumer's home at the time of conclusion of the contract, the trader shall collect the goods at his own expense if such goods are not normally sent by post because of their nature.

(4) The consumer shall only pay compensation to the trader for a reduction in the market value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the quality, characteristics and functioning of the goods. The consumer shall in no case be liable for a loss of value of the goods if he has not been informed by the trader of his right to withdraw from the contract in accordance with A§ 4 (1) to (8).

(5) Apart from the payments mentioned in this provision and any additional costs according to § 14 par. 2, no other burdens may be imposed on the consumer because of his withdrawal.

VI. Cancellation, postponement of events, Changes

Unless otherwise stated, Close2Fan GmbH is not the organizer and is not liable for cancellations and the cancellation and repayment of admission fees by the organizer. It will, however, endeavour to obtain such from the organizer. In the event of cancellation, only the ticket price will be refunded. Services and shipping fees have already been paid and can therefore not be refunded. 2.

In the event of a cancellation, postponement or change to an event, we will attempt to inform all customers within a reasonable period of time after we have become aware of these changes. Changes are not grounds for price reductions or withdrawal from the contract.

Minor and customary changes to the programme and/or cast are not grounds for a refund or reduction of the ticket price. In the event of cancellation, postponement or such changes, no expenses (e.g. travel, hotel, ...) will be reimbursed.

VII. Resale

1. The resale of admission tickets, personalised admission tickets, VIP tickets or tickets for which reductions or discounts have been granted, as well as for commercial purposes, is strictly prohibited. In the event of such a sale, the ticket will lose its validity. We reserve the right to take further legal action. The profit generated by the prohibited resale may be claimed by Close2Fan GmbH.

2. As an exception to point VII. 1, tickets for selected events can be resold via Ticket Swap (www.ticketswap.de). You can see whether an event is activated for Ticket Swap on the Ticket Swap event page when "This is a Secure Swap" is displayed.

VIII. Limitation of liability, exclusion of withdrawal in case of certain breaches of duty

1. Close2fan GmbH shall be liable under the Product Liability Act for damage caused intentionally or by gross negligence, in the event of fraudulent concealment of defects, and for damage resulting from injury to life, limb or health.

2. In the case of breaches of essential contractual obligations (so-called cardinal obligations), which are only based on simple negligence, Close2Fan GmbH's liability is limited to compensation for the foreseeable damage typical for the contract.

3. Except for the cases mentioned in paragraphs 1 and 2, Close2Fan GmbH is not liable for damages caused by simple negligence.
4. As far as the liability of Close2Fan GmbH is excluded or limited according to the above paragraphs, this also applies to the liability of its vicarious agents and assistants.
5. Close2fan GmbH shall only be liable in accordance with the statutory provisions for the proper procurement of admission tickets insofar as it has not sold tickets in its own name and for its own account.

IX. Data protection

1. Personal data (name, address, e-mail, telephone numbers, date of birth, clothing size details, ...) provided by the customer in the course of the purchase and/or registration are processed electronically by us for the purpose of processing the contract and may be passed on to the respective organiser or seller within the framework of the statutory provisions and restrictions of the Data Protection Act and the DSGVO.
2. In the event of a (pandemic) incident, the customer also agrees in terms of the DSGVO that Close2Fan GmbH has the right to pass on personal data of visitors to the relevant authorities. Buyers who purchase more than one ticket are obliged to inform other visitors about this regulation.
3. By clicking on the corresponding checkbox, the customer further agrees to the use of his/her data for marketing purposes to the extent disclosed. The customer's attention is expressly drawn to the fact that he/she may revoke any consent given at any time.

X. Place of jurisdiction

The exclusive place of jurisdiction for corporate customers is the competent court in St.Pölten. The place of jurisdiction for consumers is the factually competent court of the consumer's place of residence.

St.Pölten, 17.10.2021