

ticketportal general terms and conditions

The event visitor accepts the following terms and conditions of ticketportal as the basis for attending the event:

1. Event organiser

The event organiser accepts that ticketportal AG, as the operator of ticketportal, is only acting as a completion agent on behalf and for the account of the event organiser. The order does not therefore result in a contractual relationship between the person ordering the ticket and ticketportal AG. The person ordering the ticket accepts the general terms and condition of the event organiser.

2. Contract regarding attendance of the event

By ordering the ticket, the event visitor concludes a contract with the event organiser for the services named on the ticket. The following rules apply for this contract:

- 2.1. The person ordering the ticket acquires the right to receive the services and to be admitted for and attend the event according to the order confirmation and the information printed on the ticket. Admission and attendance rights are valid under the condition that the person ordering the ticket fulfils the admission and age requirements of the event in order to be able to attend the event. In so far as such requirements exist, these are noted in the description of the event on www.ticketportal.ch.
- 2.2. Print@home and e-tickets are checked automatically at the entrance to the event. If the barcode on the tickets cannot be read by the electronic admission system and the barcode number cannot be deciphered, the person has no right to be admitted to the event. If a person is declined admittance for this reason, he or she has no claim for reimbursement. The first holder of a Print@home or E-ticket will be admitted to the event; the ticket is subsequently blocked for further admissions. Only tickets bought via an official sales channel are valid. Print@home tickets may only be printed out once. Copying, modifying or imitating tickets is prohibited. Tickets are to be protected against dirt and damage.
- 2.3. During attendance of the event, any sound or image recordings by the event visitor are prohibited, unless the event organiser has given his or her approval for such recordings beforehand.
- 2.4. The event visitor may not take any objects to the events, the possession or use of which could jeopardise the safety of the other event visitors in any way.
- 2.5. The event visitor undertakes to observe all safety and performance regulations and all instructions to this respect that are issued to him or her by the event organiser or by the latter's agents.
- 2.6. The event organiser is entitled to A) refuse the event visitor admission to the event without compensation or B) to exclude the event visitor from the event during the event if the event visitor does not fulfil the requirements for admission, in particular the age limits foreseen for the event or if the event visitor does not adhere to the safety and performance regulations of the event organiser despite a request by the event organiser and/or the latter's agents to this effect.
- 2.7. The person ordering the ticket notes that, under reservation of Section 4 following, he or she has no right to cancel the concluded purchase of the tickets. As a basic principle, the tickets booked for the event can therefore not be exchanged or returned. The same applies if the date or venue of the event has to be postponed or moved in any way. In this case, the ticket also entitles the event visitor to attend the event on/at the alternative date and/or venue.
- 2.8. The event visitor notes and declares his or her agreement with ticketportal AG accepting the payment for the ticket order based on a collection authorisation of the event organiser and being entitled to dispose of the payment received.
- 2.9. In so far as there is no deviating provision in these general terms and conditions, the provisions of the Swiss Code of Obligations apply.

3. Cancellation of the event

In the event of a definitive cancellation of the event, the event visitor has a claim to reimbursement of the official price paid for the ticket against the event organiser. Handling charges paid in addition to the ticket price will not be reimbursed.

All claims for reimbursement as the result of an event being cancelled may be made solely and directly via the event organiser. In this case, ticketportal undertakes to pass on the required contact data of the event organiser to the purchaser of the ticket.

No claims for reimbursement of the event visitor exist against ticketportal AG. All claims lapse 30 days after the official performance date of an event.

4. No guarantee for the correctness of the event information

Because influencing of the ticket sales system as the result of transmission errors, technical faults or illegal intervention by third parties cannot be excluded, neither the event organiser or ticketportal AG can assume a guarantee for the correctness and completeness of the event information displayed on the ticket portal of ticketportal AG.

The event visitor, however, has a right to cancel if the ticket order was made on the basis of demonstrably false event information that was displayed on the ticket portal and thus demonstrably relevant data (date, prices, venues) for the purchase of the ticket had to be subsequently changed by ticketportal AG or the event organiser. The right of cancellation applies up to a maximum of 7 days before the official performance date of the event (the decisive date in the event of written cancellation is the date of the postmark). If use is made of the right of cancellation, the event visitor may claim reimbursement of the ticket price in an analogical way to Section 3. Handling charges paid in addition to the ticket price will not be reimbursed.

5. Exclusion of liability

As ticketportal AG's dealings with the event visitor are only as an agent on behalf of and for the account of the event organiser, any liability of ticketportal AG for any damages that the event visitor suffers before, during or after attending the event, is excluded, irrespective of whether this damage has been caused by the event organiser, agents of the event organiser or by third parties.

The event organiser is solely responsible for the quality of the services and of the event. ticketportal AG rejects any claims that are brought by the visitor as the result of unsatisfactory provision of services.

6. Place of jurisdiction

The event visitor recognises St. Gallen as the sole place of jurisdiction for all disputes connected to the ordering of tickets via ticketportal.

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