

## **General Terms and Conditions of NextEvent AG for Buyers**

### **1 NextEvent AG as agent of the organizer**

NextEvent AG (hereinafter referred to as "NextEvent") provides a software platform (hereinafter referred to as "Platform") for event organizers. On this Platform the organizers offer their events for sale. A contractual relationship arising from the ticket purchase agreement exists exclusively between the ticket purchaser (hereinafter referred to as "Purchaser") and the respective organizer.

### **2 Implementation regulations of the organizer**

By purchasing a ticket, the Purchaser acknowledges the safety, access (age) and other regulations of the respective organizer and acknowledges that non-compliance with these regulations may result in exclusion from the event without compensation. The regulations are available from the respective organizer.

### **3 Validity of the ticket**

Any misuse of the tickets is prohibited. The Purchaser must ensure himself/herself that his/her ticket is protected against illegal copying, alteration or printing by unauthorized persons. If misuse is detected during admission control, exclusion from the event is imminent.

### **4 Order and conclusion of contract**

The Purchaser makes his/her choice and, by completing the order, makes an offer for the selected items. With the representation of the side over a successful order the offer of the Purchaser is considered by the organizer explicitly as accepted.

### **5 Exchange and return of tickets / cancellation of the event**

The return or exchange of the ticket is generally excluded. If the date is postponed or the venue has to be changed, the ticket will automatically be valid for the replacement event. The organizer may announce deviations from this principle in a special publication.

Tickets for canceled events may be returned at face value within 30 days of the announcement of the cancellation. The Purchaser's claim for reimbursement is directed exclusively against the organizer and must be asserted against the organizer. NextEvent is entitled but not obliged to reimburse to the Purchaser any amounts not yet forwarded to and/or refunded by the organizer on behalf of the organizer.

The Purchaser is not entitled to a refund of any reservation or shipping surcharges. After 30 days have elapsed, the return must only be made directly to the organizer.

### **6 Limitation of liability**

NextEvent accepts no liability for financial loss, personal injury or damage to property in connection with the organization and execution of events. In particular, NextEvent excludes any liability due to cancellations, postponements or incorrect organization and execution of events.

NextEvent shall not be liable without limitation for any direct, indirect or consequential damages arising out of or in connection with access to the use of the services or queries on the NextEvent website, on the platforms of the organizers, their integration into other websites (widgets) or their links to other websites, even if NextEvent has been advised in advance of the possibility of such damages.

No guarantee is given for the correctness of the information on events and organizers disseminated via the NextEvent website or the organizers' platforms. In particular, NextEvent does not guarantee the accuracy, reliability or completeness of the information contained on its website. NextEvent is not liable for damages caused by transmission errors, technical defects and malfunctions, operational failures or unlawful interventions in the IT systems of the user or authorized representative or a third party, nor for damages caused by systems and transmission networks accessible to everyone.



NextEvent is also not liable for damages resulting from disruptions, interruptions (including system-related maintenance work) or overloads of servers or peripheral systems.

## **7 Copyright protection**

The entire content of the NextEvent website is protected by copyright (all rights reserved). You may download or print out individual pages and/or sections of the NextEvent website provided that you do not remove any copyright or other proprietary notices from the original version of this website. If data is downloaded from the NextEvent website or reproduced in any other way, all rights to this data remain with NextEvent.

You may not reproduce, process, transmit (by electronic means or otherwise), modify or use, in whole or in part, the NextEvent website for any public or commercial purpose without the prior written permission of NextEvent.

## **8 Data protection**

NextEvent undertakes to process customer data carefully and to comply with the provisions of the Swiss Data Protection Act. NextEvent uses personal data to process and fulfill the services offered in accordance with the contract and the law, to maintain the customer relationship and to develop, design and submit offers in line with requirements.

If a ticket is purchased on a platform operated on NextEvent servers, NextEvent processes the personal data on behalf of the organizer. The data necessary for the execution of the contract will also be processed for the respective organizer. In these cases, NextEvent only provides the appropriate tools for the organizers, but does not decide which personal data is requested by the organizer.

When using NextEvent's software and operating a platform, the organizer as contractual partner and person responsible towards the Purchaser is obliged to use the personal data of the Purchaser exclusively for the intended purpose in accordance with the data protection declaration.

However, the further use and a potential transfer by an organizer lies outside the sphere of influence of NextEvent. All questions which the Purchaser has regarding his/her personal data and data protection rights must therefore be directed to the organizer as the responsible party and not to NextEvent.

Detailed information on NextEvent's area of responsibility, the purpose of data collection and the rights of data subjects are published in NextEvent's data protection declaration.

## **9 Changes and various provisions**

NextEvent reserves the right to change the terms and conditions and privacy policy at any time without notice. The current version published on the NextEvent website at the time of the order shall apply.

Should individual points of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remainder of the contract.

Swiss law applies. Mandatory legal provisions remain reserved.