

*ticketmaster*<sup>®</sup>

# **GENERAL TERMS AND CONDITIONS TICKETMASTER**

Printable version

# 1 Definitions

**In these General Terms and Conditions, the following terms with initial capital letters have the meanings given:**

- a. General Terms and Conditions: these general terms and conditions of Ticketmaster;
- b. Event: the organised event, such as an event of a musical, cultural, sporting and/or recreational nature for which Ticketmaster sells Tickets;
- c. Event Holder: the natural person who or legal entity that produces or organises an Event and is responsible for it;
- d. Customer: the natural person with whom or legal entity with which Ticketmaster enters into a contract concerning an Event or to whom or which Ticketmaster makes an offer for the purpose of doing so;
- e. Contract: the contract between Ticketmaster and the Customer for the acquisition of Tickets for Events;
- f. Ticket: the document that serves as an admission ticket for an Event, including an electronic Ticket;
- g. Ticketmaster: the private limited company with its registered office in The Hague, the Netherlands.
- h. Upsell: the sale of supplementary products or services by Ticketmaster in its own name or on behalf of third parties.

## 2 Applicability of the General Terms and Conditions

- a. These General Terms and Conditions apply to all offers, orders, legal relationships and contracts pursuant to which Ticketmaster provides products or services of any nature whatsoever to the Customer, also if these products or services are not described or not further described in these General Terms and Conditions.
- b. Ticketmaster expressly rejects other conditions of the Customer.
- c. The parties may only agree changes in relation to the General Terms and Conditions in writing. Ticketmaster is entitled to change the General Terms and Conditions and declare changed general terms and conditions applicable to Contracts. Changed general terms and conditions shall be published on Ticketmaster's website for consultation.
- d. The general terms and conditions of the Event Holder of the Event shall likewise apply to the Contract. If the Customer does not yet have a copy of the Event Holder's general terms and conditions, the Event holder shall send on request the Event Holder's general terms and conditions.

### 3 Formation of a Contract

- a. Unless otherwise agreed in writing, all offers, including in this regard all advertisements and price lists published on Ticketmaster's website, are without obligation.
- b. When Tickets are being offered and sold, Ticketmaster acts as an intermediary in the formation of the Agreement between the Buyer and the Event Holder. Ticketmaster is not a party to the Agreement that is formed by the purchase of a Ticket. The Agreement is formed after the Customer has purchased one or more Tickets via Ticketmaster. Ticketmaster supplies the Tickets on behalf of the Event Holder.
- c. Before confirming the reservation/purchase, a Customer should always check if the correct Tickets have been selected. When reserving, a Customer must always use a correct address or a correct e mail address. If the Customer opts to receive Tickets by electronic means, the risk of loss, theft or misuse of a Ticket shall pass to the Customer as soon as the Tickets have reached him, her or it. If there is doubt regarding the accuracy of the details provided by the Customer when ordering, Ticketmaster may contact the Customer using the details provided by the Customer. If Ticketmaster is unable to contact the Customer and is therefore unable to check the details, Ticketmaster shall be authorised to cancel the reservation and sell the Tickets to another Customer. If Ticketmaster doubts the accuracy or validity of the details provided by the Customer when ordering or the payment instrument used by the Customer, it shall be authorised to cancel the Customer's reservation and sell the Tickets to another Customer. In such cases, Ticketmaster shall undertake efforts to inform the Customer concerned. Each Contract is entered into under the suspensive condition of sufficient availability of the products or services concerned.
- d. Ticketmaster and/or the Event Holder reserve the right to set a limit to the number of Tickets that a Customer can reserve/purchase. The limitation on how many tickets a Customer can buy depends on the event he is buying tickets for. The limit is published on the purchase page and is checked at every transaction. We do so to prevent misuse of our website and unfair ticket purchasing practices. If we identify breaches of these limits, whether by a single user or multiple connected users (for example, using multiple credit cards or multiple members of a household purchasing tickets), or via the use of automated means to purchase tickets we reserve the right to cancel any such orders. Use of automated means to purchase tickets is strictly prohibited.
- e. Ticketmaster has the opportunity to carry out Upsell activities when selling Tickets. If Ticketmaster sells third-party products or services through this activity, those products and services and their delivery will be governed by the general terms and conditions of the third party concerned.
- f. Tickets cannot be returned. Article 6:230p sub e of the Civil Code is applicable.

### 4 Prices and payment

- a. Ticketmaster sells Tickets on behalf of Event Holders who or that determine the price and number of available places. Information concerning price and availability is provided without obligation and under reservation.

- b. The Customer must pay the price specified in the Contract for products or services ordered by means of the website. Payment must be made in the manner specified on Ticketmaster's website. Further conditions, including those pertaining to ordering and paying, may be set with respect to orders.
- c. All prices of Ticketmaster specified on the website are in euros and exclusive of VAT unless expressly stated otherwise.
- d. Service charges apply to all orders placed with Ticketmaster. In addition, Ticketmaster charges administrative costs that are calculated on the basis of the total amount of the transaction.
- e. If the Customer fails to pay amounts owed in time, the Customer shall owe statutory interest on the outstanding amounts without a demand for payment or notice of default being required. If the Customer fails to pay an amount owed following a demand of payment or notice of default, Ticketmaster may engage a third party for the purpose of collection, in which case, in addition to the total amount owed, the Customer shall also owe all judicial and extrajudicial costs incurred, including, in addition to the costs ascertained at law, costs calculated by external experts.

## 5 Delivery periods

- a. Tickets are sent to the address or e-mail address specified by the Customer when placing the order. Ticketmaster shall continue to deem the address or e-mail address specified by the Customer to be correct until the Customer has informed Ticketmaster of a new address or e-mail address.
- b. Final deadlines shall never apply to delivery periods specified by Ticketmaster unless expressly agreed otherwise. In the event of a late delivery, Ticketmaster must be given notice of default in writing.
- c. The exceeding of any delivery period shall not entitle the Customer to compensation. If a delivery period is exceeded, the Customer shall also not have the right to cancel the order or terminate the Contract unless the delivery period in question is exceeded to such an extent that the Customer cannot reasonably be expected to uphold the Contract.
- d. With the exception of Tickets ordered electronically, the sale of Tickets through the website and the call centre shall stop eight days prior to the date of the Event to give Ticketmaster the opportunity to send the Tickets by post.

## 6 Cancelled or rescheduled Events

- a. It is the Customer's responsibility to check whether an Event has been cancelled or rescheduled and to ascertain the new time or location. Although Ticketmaster shall undertake efforts to inform the Customer of a cancellation after it has received the information required from the Event Holder, Ticketmaster cannot guarantee that the Customer shall be informed of the cancellation prior to the date of the Event. Ticketmaster shall not be responsible for any costs incurred in this regard.

- b. If the Customer has taken out cancellation insurance , the additional conditions of this cancellation insurance shall apply to the Contract.
- c. As a rule, Tickets for rescheduled Events shall remain valid for the replacement Event. For more information in this regard, the Customer can contact Ticketmaster through the online customer service, Twitter or by calling 0900-3001 250 (60 cents per minute). If an Event is rescheduled to take place at another location or on another date, the Event Holder may set conditions with respect to the refund of the ticket price.
- d. If an Event is cancelled or rescheduled, the Customer may hand in the tickets for the Event concerned in accordance with the regulations concerned determined by the Event Holder. For these regulations reference is made to the general terms and conditions of the Event Holder. If the Event Holder requests Ticketmaster to refund the ticketprice to the customer, Ticketmaster will do so after having received the relevant funds from the Event Holder. Service charges and administrative costs shall not be refunded.
- e. If and when an event is cancelled or rescheduled, any products or services sold via Upsell will not qualify for a refund.

## **7 Tickets**

- a. The Tickets distributed by Ticketmaster remain the property of the Event Holder. The Customer may not resell Tickets if prohibited by law.
- b. Following receipt, the Customer must check the Tickets, since errors cannot always be corrected. Tickets may not be exchanged or refunded after they have been purchased.
- c. If a Ticket of the Customer is damaged to the extent that its authenticity can no longer be verified, the Customer can contact the online customer service or call 0900-3001 250 (60 cents per minute).
- d. Special requirements, such as reserving places for wheelchair users, must be clearly communicated in good time. Ticketmaster cannot give any guarantee whatsoever that special requirements can be met. For more information in this regard, the Customer can contact Ticketmaster through the online customer service or by calling 0900-3001 250 (60 cents per minute).

## **8 Intellectual and industrial property rights**

- a. The intellectual and industrial property rights vested in Tickets of Ticketmaster are owned by Ticketmaster or its licensor. The Customer must refrain from conduct that is potentially detrimental to the rights or other interests of Ticketmaster or its licensor in this regard.
- b. The Customer may not remove any indication concerning copyrights, brands, trade names or other intellectual or industrial property rights from the Ticket or alter any such indication, or alter the form of the Ticket or any of its other features in any way whatsoever.

- c. The Customer may not forge or make copies of Tickets, or reproduce them in any way whatsoever.
- d. The Contract shall not entail the transfer of any intellectual property right from Ticketmaster to the Customer.

## 9 Privacy

- a. The Customer is deemed to have taken note of Ticketmaster's privacy statement, which can be consulted on Ticketmaster's website, and to agree to the way in which personal data provided by the Customer is processed as described in the aforesaid statement.

## 10 Liability

- a. Ticketmaster can not be regarded as the organizer (Event Holder) of the Event and is not responsible for and does not warrant the (artistic) quality and content of the Event, nor the course of business in or with respect to the Event and accepts no liability on this basis.
- b. With the exception of the other provisions pertaining to liability in these General Terms and Conditions, Ticketmaster's total liability by reason of an attributable failure to perform or due to a wrongful act shall be limited to compensation for direct damage up to a maximum of the amount that has been or could be charged to the Customer by virtue of the Contract concerned, unless the damage was caused by wilful misconduct and/or gross negligence on the part of Ticketmaster or its subordinates.
- c. In all cases, Ticketmaster shall only be liable by reason of an attributable failure to perform a Contract if the Customer has promptly and properly given Ticketmaster notice of default in writing and set a reasonable term for the breach to be remedied and an attributable failure on the part of Ticketmaster to meet its obligations continues to apply after the term referred to has ended. The notice of default must contain a description of the failure that is as complete and detailed as possible to enable Ticketmaster to respond adequately.
- d. The Customer indemnifies Ticketmaster against all claims of third parties pertaining to a failure on the part of the Customer to meet any obligation towards Ticketmaster, whether or not it arises from the General Terms and Conditions, or a failure to meet such an obligation to a sufficient degree.
- e. Any right to compensation shall always be conditional on the Customer reporting the damage to Ticketmaster in writing as soon as possible following its occurrence.
- f. Ticketmaster may never be held liable for any form of damage to or loss of a Ticket whatsoever. In the event of loss or theft, the Customer may not claim a replacement Ticket or the refund of any amount paid. Ticketmaster shall likewise not be liable for the delayed or incorrect delivery of Tickets if the delay or incorrect delivery cannot be attributed to Ticketmaster.

- g. Ticketmaster does not in any way whatsoever accept liability for Tickets acquired by the Customer from third parties. In addition, Ticketmaster cannot guarantee the authenticity of such Tickets.
- h. Ticketmaster may not in any way whatsoever be held liable for any damage suffered by the holder of a Ticket as a result of acts or omissions on the part of third parties.

## 11 Force majeure

- a. Force majeure is taken to mean any failure of performance that cannot be attributed to Ticketmaster because it is blameless in the matter and cannot be blamed in terms of the law, a legal act or generally accepted standards.
- b. Without prejudice to its other rights, Ticketmaster has the right in the case of force majeure, at its own discretion, to suspend performance of the Customer's order or to terminate the Contract, without judicial intervention being required, by informing the Customer of such action in writing and without Ticketmaster being obliged to pay any compensation unless such action is unacceptable according to principles of reasonableness and fairness in the given circumstances.

## 12 Applicable law and competent court

- a. All Contracts with Ticketmaster shall be governed by Dutch law.
- b. All disputes that arise from a Contract or the General Terms and Conditions that apply to it shall be submitted to the competent court in Amsterdam.

## 13 Miscellaneous

- a. The following items may not be brought to the location of an event: photo, filming or other recording equipment, alcoholic beverages, drugs, glassware, plastic bottles, cans, fireworks, weapons or any other dangerous objects. Any such equipment or objects shall be confiscated. Furthermore, reference is made in this regard to the general terms and conditions of the Event Holder.
- b. It is possible that Customers will be searched prior to an Event. Those who do not wish to be searched may be denied admission without the right to a refund of any amount paid.
- c. Customers who arrive late at an Event shall be admitted at suitable moments during the Event. Admission cannot be guaranteed, however.
- d. Where Ticketmaster undertakes to issue notices in writing in these General Terms and Conditions, Ticketmaster is entitled to issue these notices by electronic means, such as but not limited to issuing notices by e-mail or fax.

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- e. Manifest errors and writing errors on Ticketmaster's website or in offers, order confirmations, Tickets and/or other documents shall not bind Ticketmaster in any way whatsoever. In the event of a difference of opinion between Ticketmaster and the Customer about the translation and/or interpretation of the General Terms and Conditions, the Dutch version shall be decisive.
  - f. If one or more provisions of these General Terms and Conditions or of any Contract with Ticketmaster proves or prove to be in conflict with any applicable legal regulation, the provision concerned shall cease to apply and shall be replaced by a new, similar provision determined by Ticketmaster and permitted by law.
  - g. These General Terms and Conditions have been filed at the Court Registry of the District Court of The Hague under number [38/2015] and can also be consulted online at [www.ticketmaster.nl](http://www.ticketmaster.nl).