ticketmaster®

General Terms and Conditions

1. Subject Matter. Under this Agreement, Ticketmaster undertakes to produce for the Organizer, and in the name and on the account of the Organizer sell and distribute Tickets for the Event organized by the Organizer for which this Agreement is entered into within the meaning of the Specific Terms and Conditions, or, in case that this Agreement is entered for the purposes of a long-term partnership within the meaning of the Specific Terms and Conditions, for all Events organized by the Organizer while this Agreement remains in effect for which the Organizer entrusts Ticketmaster with the sale of Tickets.

2. Sale of Tickets in the Name and on the Account of the Organizer. All Tickets shall be produced, sold, and distributed by Ticketmaster exclusively in the name and on the account of the Organizer. Ticketmaster shall bear no liability for the organization of any Event, the cancellation or any change of an Event, the progress of an Event, any incident liable to occur during an Event, and any incident whatsoever originating from an Event. Ticketmaster shall bear no liability for any damage or loss incurred by the Organizer or any third party in connection with an Event.

3. Right to Act on Behalf of the Organizer. Under this Agreement, the Organizer grants Ticketmaster a power of attorney to offer and sell, in the name of the Organizer, to third parties (hereinafter also referred to as **Customers**) Tickets for Events in accordance with the terms and conditions laid down in this Agreement, to complete juridical acts necessary for the sale of Tickets in the Organizer's name to the foregoing extent, including, without limitation, to enter into agreements for the sale of Tickets with Customers, to receive and to confirm the receipt of payments from Customers in the name of the Organizer, to issue Tickets, and to process claims and complaints filed by holders of Tickets using the method described in this Agreement. Ticketmaster shall have the right to appoint an agent acting on Ticketmaster's behalf as a component of the Network; if Ticketmaster appoints multiple agents, each of such agents shall have the right to act independently.

4. Forms of Tickets. Depending on the sales channel in the Network, Tickets shall be produced and sold (i) in paper form, (ii) in electronic form, where they shall be sent to Customers by e-mail, or Customers shall be allowed to download and/or print out Tickets from the Internet (hereinafter also referred to as **E-ticket**), or (iii) in electronic form, where Tickets shall be sent to Customers through their mobile phone (hereinafter also referred to as **M-ticket**). Furthermore, a special kind of Tickets shall be offered in physical form different from the regular paper form, which, on account of its specific features, may serve as a collector's item or a souvenir (hereinafter also referred to as **Collector Tickets**). Depending on the development of new electronic media and communication platforms, Ticketmaster may further develop and use other forms of Tickets.

5. PLATINUM Tickets and Their Prices At the Organizer's request, Ticketmaster may provide the Organizer, in the framework of services thereby provided under this Agreement, with a premium service consisting of the fact that Ticketmaster shall monitor a certain quantity of tickets, specified by the Organizer for this purpose, in real time in terms of demand therefor and the current sales thereof, and, in response thereto, adapt the current selling price thereof in order to achieve as advantageous a selling price as possible in consideration of the current demand at a given time. If the Organizer allocates a certain quantity of Tickets (for this purpose, such tickets shall be referred to as **PLATINUM Tickets**) and entrusts the sale thereof to Ticketmaster, the Organizer shall be deemed to simultaneously charge (empower) Ticketmaster with determining the selling price of thus allocated quantity of PLATINUM Tickets for which Ticketmaster shall offer and sell such PLATINUM Tickets to customers through the Network in the name and on the account of the Organizer. Ticketmaster shall set the selling price of PLATINUM Tickets on a discretionary basis (or using automated programmed algorithms), and shall have the right to change the price at any time, both upward and downward. In doing so, Ticketmaster shall endeavor to set the current selling price of PLATINUM tickets based on current demand from Customers and, where applicable, change the price by adapting it to such demand with the aim of achieving as advantageous price (for the Organizer) as possible in view of demand for such tickets at a given time. It is expressly agreed, however, that Ticketmaster in no way guarantees to the Organizer that the best possible selling price will be achieved at all times and under all circumstances. Ticketmaster shall proceed solely based on its estimates (or using automated programmed algorithms); nonetheless, the Parties acknowledge that the market conditions are at all times essentially unpredictable and may develop in a way other than anticipated by Ticketmaster (and the Organizer). For that reason, the Organizer is provided no guarantee whatsoever of achieving the highest possible selling price at all times. By signing this Agreement, the Organizer acknowledges the foregoing, and agrees to the provision of the aforestated service under the foregoing terms and conditions.

6. Provision of Information on the Sale of Tickets. No later than five (5) working days before the sale of Tickets for a (specific) Event begins, the Organizer undertakes to provide Ticketmaster with any and all necessary information on the Event, particularly the date, time, and venue of the Event, the program (configuration), price categories, discounts, brief description, logo, and promotional materials. The Organizer shall send the foregoing information to Ticketmaster by e-mail at: poradatele@ticketmaster.cz**.** The Organizer shall deliver promotional materials, such as flyers, posters, etc., to Ticketmaster's address. In the event the Organizer defaults on discharging the duties laid down in this article, Ticketmaster shall be under no obligation to begin the production, sale, and distribution of Tickets for the applicable Event while such default lasts.

7. Changes in Events. The Organizer shall inform Ticketmaster without delay of any changes in an Event made by the Organizer in connection therewith, such as a change of venue, time, selling price of Tickets, etc. Information to the foregoing effect shall be e-mailed to Ticketmaster at poradatele@ticketmaster.cz

8. Right to Refuse to Sell Tickets for an Event. If the Agreement is entered into as a **long-term partnership** within the meaning of the Specific Terms and Conditions, Ticketmaster may in substantiated cases refuse to sell Tickets in accordance with this Agreement for a specific Event organized by the Organizer.

9. Promotional Tickets. If agreed by the Parties under the Specific Terms and Conditions of the Agreement, the Organizer shall provide Ticketmaster with the quantity of Tickets specified in the Specific Terms and Conditions of Tickets for promotional purposes for every Event, for the price of CZK 1 including VAT. These Tickets may be used, among other purposes, for marketing and promotional activities aimed at increasing sales of Tickets for an Event.

10. Presentation of Ticketmaster across online and offline communication channels. Unless otherwise agreed by the Parties, the Organizer must ensure that Ticketmaster shall be presented throughout the time during which Tickets are sold as the official sales partner of the Event across all official communication and promotional channels of the Event, particularly:
    - the website of the Event or the Organizer,
    - the official social media profiles of the Event or the Organizer,

- printed and digital promotional materials (especially posters, flyers, program brochures),
- outdoor advertising,
- other standard marketing and advertising means used to promote Events.

In the online environment, the Organizer shall ensure:

- visible designation of Ticketmaster as an official sales partner of the Event (e.g., using a logo or text designation);
- direct, functional link to the applicable sales webpage of the Event in the Ticketmaster sales system, allowing Tickets to be purchased immediately.

The Organizer agrees that the method for presenting Ticketmaster shall not disadvantage Ticketmaster vis-à-vis other sales channels, and shall be consistent with commonplace standards for promoting entertainment and social events.

11. Marketing and Advertising Cooperation. Unless otherwise agreed by the Parties in writing, the Organizer shall include Ticketmaster as an official sales channel for an Event in its marketing and advertising communication for every Event, for which the sale of Tickets is entrusted to Ticketmaster, at least to the minimum extent corresponding to Ticketmaster's brand and marketing materials available online at www.ticketmaster.cz/help/logos.html

    For the purpose of maximizing the sales of Tickets, Ticketmaster may provide the Organizer with additional marketing support (e.g., online advertising campaigns, e-mail campaigns, highlighting an Event on the Ticketmaster website or in its other communication channels). The scope of this support can be based from the extent of marketing cooperation and association between the Organizer and Ticketmaster.

12. Use of Content and Marketing Materials. The Organizer agrees that Ticketmaster may use the content of the website of the Organizer or an Event, the Event's social media content, as well as other marketing and promotional materials provided by the Organizer (e.g., texts, photographs, videos, and graphics) for promoting the Event on the Ticketmaster website and across its marketing channels. The Organizer is fully responsible for ensuring that it is authorized to use such content and materials and entitled to grant Ticketmaster the right to use the same in the aforestated manner. The Organizer further warrants that the use of such content and materials by both the Organizer and Ticketmaster shall not infringe any third-party rights.

    The Organizer undertakes to provide Ticketmaster with all information and materials necessary for the proper and effective promotion of Events. The Organizer is responsible for ensuring that provided content is up to date, accurate, and legally compliant.

13. Equal Rights of Ticket Holders. The Organizer shall ensure that holders of Tickets sold through the Ticketmaster Network pursuant to this Agreement have the same rights, privileges, and conditions for participating in an Event as holders of any other Tickets of the same category, subject to no disadvantage whatsoever.

14. Tickets Printed for the Organizer's Needs. If a **Ticket Printing Fee** is agreed under the Specific Terms and Conditions of the Agreement (i.e. higher than zero), the Organizer has the right to request Ticketmaster to print out an agreed quantity of Tickets for the Organizer's needs. If agreed to by the Parties and if technically feasible, Ticketmaster may also produce Tickets for the Organizer's needs in the form of E-Tickets. Tickets for the Organizer's needs shall mean Tickets delivered or made available (by electronic means) to the Organizer without being sold by Ticketmaster to Customers, and without being subject to the collection of Proceeds. The Organizer shall pay Ticketmaster a **Ticket Printing Fee** for every Ticket printed or produced as per the foregoing (regardless of its form). The Ticket Printing Fee shall be calculated as a multiple of the relevant sum agreed under the Specific Terms and Conditions of the Agreement and the quantity of all Tickets thus printed or produced by Ticketmaster for the Organizer's needs. Hence, Ticketmaster shall be entitled to the sum stated in the Specific Terms and Conditions in the Ticket Printing Fee column for every Ticket in any form printed or produced by Ticketmaster for the Organizer's needs. Ticketmaster shall have the right to subtract the Ticket Printing Fee from Proceeds at any time.

15. Delivery of Tickets for the Organizer's Needs. Ticketmaster may send the Organizer, at the Organizer's express request delivered to Ticketmaster no later than one (1) week in advance, Tickets printed in paper form for the Organizer's needs to the Organizer's mailing address stated in the heading of this Agreement, provided that the address is in the Czech Republic, but outside Prague. In such a case, the Organizer undertakes to compensate Ticketmaster for the cost of making every such delivery a fixed sum of CZK 300.

    For the avoidance of doubt, it is agreed, however, that Ticketmaster shall be under no obligation to secure for the Organizer the mailing of Tickets printed for the Organizer's needs to addresses other than the Organizer's mailing address stated in the heading of this Agreement, unless otherwise agreed by the Parties. If the Organizer's mailing address is within the City of Prague, the Organizer shall collect Tickets printed for the Organizer's needs at its own expense at the address of Ticketmaster's registered office.

16. Termination of the Sale of Tickets. The sale of Tickets shall be terminated either before an Event when Tickets entrusted by the Organizer to Ticketmaster for distribution have been sold out, after an Event, after a prior written arrangement is made with the Organizer, and/or based on the Organizer's written instruction delivered to Ticketmaster. The written arrangement or the Organizer's instruction must accurately specify the Event to which it applies, and in case that the Event is cancelled or rescheduled, the arrangement or instruction must contain specific information on the procedure for returning the price of Tickets sold. Furthermore, Ticketmaster may unilaterally suspend or terminate the sale of Tickets in case that serious and substantiated doubts arise regarding the Organizer's right to organize an Event or regarding assurances that an Event will duly take place at the scheduled time, and/or in case that the Organizer does not sufficiently communicate with Ticketmaster to an extent necessary for the performance of this Agreement. If the sale of Tickets is thus unilaterally terminated by Ticketmaster, Ticketmaster will be deemed authorized to proceed in refunding the price in the same manner as if the Event has been cancelled or has not taken place as per Article 23; in such a case, Ticketmaster is also entitled to the Event Cancellation Fee.

17. Information on Ticket Sales. At the Organizer's request, Ticketmaster undertakes to provide the Organizer with information on the sale or the progress of the sale of Tickets for an Event.

18. Information for the Public. Ticketmaster's services provided to the Organizer shall include informing the public of an Event by offering Tickets to the public, using:

a) online presentations at www.ticketsmaster.cz based on specific arrangements with the Organizer;
b) various loyalty programs, which Ticketmaster may execute or introduce in accordance with its business and marketing policies;
c) the Organizer's promotional materials placed at Ticketmaster's points of sale based on Ticketmaster's current capacity;
d) other suitable ways.

19. Proceeds from the Sale of Tickets. Ticketmaster shall be liable to the Organizer for any and all proceeds from the sale of Tickets for the Organizer's Event or Events through the Network (hereinafter also referred to as **Proceeds**), and Ticketmaster undertakes to transfer Proceeds to the Organizer using the agreed settlement method. Ticketmaster shall at all times have the right to subtract from Proceeds its fees and other charges and compensations to which Ticketmaster is entitled in accordance with this Agreement, and retain such sums to satisfy its claims from the Organizer before transferring Proceeds to the Organizer. Furthermore, the Parties agree to a special procedure for handling Proceeds in case that an Event is cancelled or does not take place and in case that a complaint is filed by a Customer.

20. Monthly Settlement of Proceeds. If the Parties agree to the **Monthly Settlement of Proceeds** under the Specific Terms and Conditions of the Agreement, Ticketmaster shall remit Proceeds to the Organizer on a monthly basis. It means that after the end of every calendar month, Ticketmaster shall remit to the Organizer any and all Proceeds received in the applicable calendar month from the sale of Tickets for all Events currently entrusted to Ticketmaster by the Organizer for sale. At the same time, Ticketmaster shall invoice the Organizer for fees and compensations to which Ticketmaster is entitled under this Agreement in connection with such Proceeds. The foregoing notwithstanding, Ticketmaster shall have the right to bill some of the fees and compensations, to which Ticketmaster is entitled in accordance with this Agreement, at any time while the contractual arrangement lasts, for example after the end of an Event, if doing so is expedient. Following the subtraction of fees and compensations to which Ticketmaster is entitled, Ticketmaster shall remit the foregoing Proceeds to the Organizer's bank account specified in Article 24, as a rule within three (3) working days after the end of the applicable calendar month.

21. Settlement of Proceeds after an Event. If the Parties agree to the settlement of Proceeds **After an Event** under the Specific Terms and Conditions of the Agreement, Ticketmaster shall settle and remit to the Organizer any and all Proceeds received from the sale of Tickets for a specific Event after the Event is held. Before Proceeds are remitted, fees and compensations shall be settled, which Ticketmaster is entitled to receive from the Organizer in accordance with this Agreement. Following the subtraction of fees and compensations to which Ticketmaster is entitled, Ticketmaster shall transfer received Proceeds to the Organizer's bank account specified in Article 24, as a rule within three (3) working days after the end of the Event. If the Parties agree that an advance is to be paid to the Organizer before the end of an Event, such a settlement of Proceeds shall include the settlement and subtraction of paid advances.

22. Prohibition to Combine Settlement Methods. Combining Monthly Settlement of Proceeds and After Event Settlement of Proceeds is not allowed. Only one of these methods may be used, depending on the method agreed under the Specific Terms and Conditions of the Agreement.

23. Event Cancellation Procedure. If an Event is cancelled or does not take place, Ticketmaster may use any and all Proceeds to refund the price of Tickets to the holders thereof. The Organizer acknowledges that Ticketmaster shall refund the price of Tickets in accordance with this article only for Tickets sold through the Ticketmaster Network. If the Organizer entrusts to Ticketmaster the sale of Tickets for more than one Event, Ticketmaster may, for the purposes of issuing refunds, use Proceeds received from the sale of Tickets for an Event other than the Event that is cancelled or does not take place. In case that an Event is cancelled or does not take place, the Organizer must pay Ticketmaster a compensation referred to as the **Event Cancellation Fee**, which shall be calculated as a multiple of the sum agreed for this purpose under the Specific Terms and Conditions for the Agreement and the quantity of all Tickets for which a refund is to be issued to their holders. Hence, Ticketmaster shall be entitled to the sum specified in the Specific Terms and Conditions in the column Event Cancellation Fee for every Ticket for which a refund is to be issued in the foregoing situation, regardless of when such a refund is issued. The Event Cancellation Fee shall always amount to no less than the sum specified in the Specific Terms and Conditions for this purpose as the **Minimum Amount of Fee**. Ticketmaster shall have the right to subtract the Event Cancellation Fee from Proceeds at any time.

24. Payment Transactions. Ticketmaster shall remit payments to the Organizer in accordance with this Agreement to the Organizer's bank account specified in the introductory section of this Agreement. Any change in bank information may be made only based on the Organizer's explicit written instruction.

25. Duty to Pay Taxes. The Organizer undertakes to pay any and all taxes to tax authorities in relation to its business operations concerned by this Agreement, including, without limitation, the Organizer's duty to declare and pay value added tax on Tickets sold. In the event that the Organizer breaches any obligation set forth in this article or elsewhere in this Agreement, or if any representation made by the Organizer in this Agreement or provided to Ticketmaster in connection with its performance is found to be false or inaccurate, the Organizer agrees to indemnify Ticketmaster upon request for any damage that Ticketmaster may incur in connection with its activities for the Organizer under this Agreement, including any claims made against Ticketmaster arising from the Organizer's obligation to account for or pay VAT in connection with the Organizer's activities or any increased costs incurred by Ticketmaster in this regard. For the purposes of this provision, damage incurred by Ticketmaster shall include, but shall not be limited to, any payments made to tax authorities or thereby assessed, including any accessories and fines, thereto associated costs including the potential cost of tax, administrative, or judicial proceedings paid to the state, court, or any opposing party, imposed penalties, and the costs of legal, accounting, and tax advisors, including internal costs.

26. Event Entry Fee. The Organizer shall pay Ticketmaster for every Event, the sale of Tickets for which the Organizer entrusts to Ticketmaster in accordance with this Agreement, an **Event Entry Fee** in the amount agreed in the Specific Terms and Conditions of the Agreement. Ticketmaster shall have the right to subtract the Event Cancellation Fee from Proceeds at any time.

27. Payment Transaction Fee. The Organizer shall pay Ticketmaster a **Payment Transaction Fee** for the remittance of the payment of the price of every Ticket sold to Customers. The Payment Transaction Fee shall be calculated as a certain percentage agreed to that effect under the Specific Terms and Conditions of the Agreement of the selling price of every Ticket sold by Ticketmaster to Customers for an Event organized by the Organizer. Ticketmaster shall be entitled to the Payment Transaction Fee even if an Event is cancelled or does not take place. Ticketmaster shall have the right to subtract the Payment Transaction Fee from Proceeds at any time.

28. Commission on the Sale of Tickets. The Organizer shall pay Ticketmaster **Commission on the Sale of Tickets** for services rendered in accordance with this Agreement. Ticketmaster shall be entitled to Commission on the Sale of Tickets for every Ticket for an Event organized by the Organizer sold through the Network. Commission on the Sale of Tickets may be agreed as a **percentage** or a **fixed sum**. In case that the fee is agreed as a percentage, Ticketmaster shall be entitled to a certain percentage agreed under the Specific Terms and Conditions of the Agreement of the price of every Ticket for an Event organized by the Organizer sold by Ticketmaster to Customers, where **the foregoing sum shall be calculated exclusive of value added tax (it is therefore not the selling price of Tickets, but the base thereof excluding value added tax)** . In case that the fee is agreed as a fixed sum, Commission on the Sale of Tickets shall be calculated as a multiple of the fixed sum specified to that effect in the Specific Terms and Conditions of the Agreement and the quantity of all Tickets for an Event organized by the Organizer sold by Ticketmaster to Customers. Hence, Ticketmaster shall be entitled to the amount of Commission on the Sale of Tickets specified in the Specific Terms and Conditions for every Ticket sold for an Event organized by the Organizer. It is expressly agreed that **Commission on the Sale of Tickets** calculated as per the foregoing **shall exclude value added tax**; value added tax at the statutory rate shall be added to thus calculated commission. Ticketmaster shall have the right to subtract Commission on the Sale of Tickets from Proceeds at any time. Ticketmaster is not entitled to Commission for the Sale of Tickets if an Event is cancelled by the Organizer.

29. Commission on the Sale of PLATINUM Tickets. In case that the Organizer entrusts to Ticketmaster the sale of PLATINUM Tickets, the Organizer shall pay Ticketmaster for services thus rendered **Commission on the Sale of PLATINUM Tickets** , to which Ticketmaster shall be entitled for every PLATINUM Ticket sold through the Network. Commission on the Sale of PLATINUM Tickets shall be calculated as a percentage of the achieved selling price of PLATINUM Tickets. Ticketmaster shall be entitled to the percentage of Commission on the Sale of PLATINUM Tickets, agreed under the Specific Terms and Conditions of the Agreement, of the selling price of every PLATINUM Ticket sold by Ticketmaster to Customers through the Network. Ticketmaster shall have the right to subtract the commission from Proceeds at any time. However, Ticketmaster shall not be entitled to Commission on the Sale of PLATINUM Tickets if an Event is cancelled by the Organizer or does not take place.

30. Onsite Inspection Fee. The Parties may agree that Ticketmaster will secure a check of Tickets for the Organizer at the venue of an Event to ensure that (only) the holders of Tickets are allowed entry to the Event venue. In such a case, the Parties shall agree to an **Onsite Inspection Fee** under the Specific Terms and Conditions of the Agreement. If no Onsite Inspection Fee is agreed, Ticketmaster shall not carry out a check of Tickets at the Event venue.

31. Onsite Sale Fee. The Parties may agree that Ticketmaster will secure for the Organizer the sale of Tickets at the venue of an Event to Customers who wish to purchase Tickets at the venue. In such a case, the Parties shall agree to an **Onsite Sale Fee** under the Specific Terms and Conditions of the Agreement. If no Onsite Sale Fee is agreed, Ticketmaster shall not sell Tickets at the Event venue. Unless otherwise agreed by the Parties in writing, Tickets sold by Ticketmaster at the venue of an Event shall be subject to any and all provisions of this Agreement, and shall be fully subject to any and all provisions pertaining to fees and compensations to which Ticketmaster is entitled, as is the case with any other Tickets.

32. Special Fee. The Parties may agree that Ticketmaster will provide the Organizer with other services subject to payment. In such a case, the Parties shall agree on the particulars of such services and the fee for such services under the Specific Terms and Conditions of the Agreement. The fee shall be referred to in the Specific Terms and Conditions as a **Special Fee**.

33. Settlement of Ticketmaster's Claims. Ticketmaster may subtract any of its claims from the Organizer, arising in accordance with this Agreement in relation to the payment of any fee or compensation, from any Proceeds. In case that the Organizer entrusts to Ticketmaster the sale of Tickets for more than one Event and Ticketmaster's claims cannot be satisfied at a given time using Proceeds received from the sale of Tickets for the Event in connection wherewith Ticketmaster's claim has arisen, Ticketmaster may satisfy its claim using Proceeds relating to another Event. If Ticketmaster's financial claim from the Organizer is not satisfied using Proceeds, the Organizer must pay such a claim to Ticketmaster within 14 (fourteen) days after the claim is billed to the Organizer.

34. Fees Charged to Customers. The Organizer acknowledges and by signing this Agreement consents to the fact that Ticketmaster will charge individual Customers certain fees for services rendered, specifically the use of the Ticketmaster Network for the purchase of Tickets. Ticketmaster shall be entitled to such fees. In accordance with the foregoing, Ticketmaster may charge Customers:

    a) A **Service Fee** for every Ticket purchase, which may have the form of a **Percentage-Based Service Fee** or a **Fixed-Amount Service Fee**. If a certain percentage of the Service Fee is agreed under the Specific Terms and Conditions of the Agreement, the value of the Service Fee charged to the Customer shall not exceed the applicable percentage of the selling price of a Ticket with respect to any Ticket purchase. If a certain fixed amount is agreed under the Specific Terms and Conditions of the Agreement for the Service Fee and/or certain amounts for particular categories of Tickets (classified in individual categories based on the selling price), the value of the Service Fee charged to the Customer shall not exceed thus specified amount with respect to any Ticket purchase. In case that an Event is cancelled or does not take place, the Service Fee shall be refunded together with the price of the Ticket purchased by the Customer. In such a case, the Organizer shall pay Ticketmaster a compensation in an amount equal to the sum of all Service Fees refunded by Ticketmaster to Customers in connection with the fact that an Event has been cancelled or has not taken place. The compensation may be subtracted from Proceeds.

    b) A **PLATINUM Service Fee** for the purchase of every PLATINUM Ticket, which shall be calculated as a percentage of the selling price of PLATINUM Tickets. If a certain percentage of the PLATINUM Service Fee is agreed under the Specific Terms and Conditions of the Agreement, the value of the PLATINUM Service Fee charged to the Customer shall not exceed the applicable percentage of the selling price of a PLATINUM Ticket with respect to any PLATINUM Ticket purchase. In case that an Event is cancelled or does not take place, the PLATINUM Service Fee shall be refunded together with the price of the PLATINUM Ticket purchased by the Customer. In such a case, the Organizer shall pay Ticketmaster a compensation in an amount equal to the sum of all PLATINUM Service Fees refunded by Ticketmaster to Customers in connection with the fact that an Event has been cancelled or has not taken place. The compensation may be subtracted from Proceeds.

    c) A **COLLECTORS Service Fee** for the purchase of every Collector Ticket, which shall be calculated as a fixed sum charged to the Customer with the purchase of every Collector Ticket. If a certain amount is agreed for the COLLECTORS Service

Fee under the Specific Terms and Conditions of the Agreement, the value of the COLLECTORS Service Fee charged to the Customer shall not exceed thus set amount with respect to Collector Tickets purchased by the Customer. In case that an Event is cancelled or does not take place, the COLLECTORS Service Fee shall not be refunded to the Customer.

d) An **handling fee** for every purchase of a Ticket or Tickets, which shall be calculated as a fixed non-refundable sum charged to the Customer for every purchase, where for this purpose a purchase shall mean a one-time purchase of a Ticket or Tickets made by a single Customer at a certain time, regardless of the quantity of Tickets purchased by such a Customer as part of such a single purchase (i.e. the Customer may purchase more than one Ticket as part of such a purchase). If a certain amount of the handling fee is agreed under the Specific Terms and Conditions of the Agreement, the value of the handling fee charged to the Customer shall not exceed the applicable amount with respect to any purchase made by the Customer. In case that an Event is cancelled or does not take place, the handling fee shall be refunded to the Customer.

e) Compensation for the cost of delivering Tickets to a location requested by the Customer, also referred to as the **Delivery Fee**. The amount of the Delivery Fee shall be determined by Ticketmaster, and the Delivery Fee shall not be refunded to the Customer in case that an Event is cancelled or does not take place.

35. Value Added Tax. Any and all fees and compensations referred to in this Agreement are understood to be **inclusive of VAT**, unless expressly otherwise specified in specific cases.

36. Selling Price of Tickets and Combination of Fees. Wherever the Agreement refers to the selling price of a Ticket, the selling price shall mean the price paid by the Customer for purchasing the Ticket through the Network, excluding the Service Fee, the handling fee, and the Delivery Fee, but including VAT relating to the price of the Ticket. Charging several fees concurrently is permitted unless expressly prohibited.

37. Delivery to the Parties. Any and all correspondence and documents relating to the performance of this Agreement shall be delivered to the Parties in person, by electronic mail, or by registered mail. Ticketmaster may issue and send invoices to the Organizer in electronic form, whereto the Organizer consents.

38. Sponsorship Rights for Tickets. Unless otherwise agreed by the Parties in writing, Ticketmaster reserves all sponsorship rights that may apply to the verso of Tickets and all sponsorship rights for Tickets printed out in the form of E-Ticket, which means that Ticketmaster shall have the exclusive right to decide the placement of advertisements on the verso of Tickets and Tickets having the form of E-Ticket.

39. Compensation for Damage and Customer Claims and Complaints. Each of the Parties is liable for damage incurred by the Counterparty as a result of a violation of its contractual duties. Damage incurred by visitors to an Event in connection with the progress of the Event or in connection with the fact that the Event is rescheduled or does not take place is the sole responsibility of the Organizer. If Ticketmaster receives a complaint concerning the fact that an Event is cancelled or does not take place, Ticketmaster shall have the right to process such a complaint internally and issue a refund for the price of the Ticket to the holder thereof. In other cases, where any person visiting an Event or a person who purchases a Ticket for an Event through Ticketmaster files any claim or complaint regarding the Event, Ticketmaster shall forward the claim or complaint to the Organizer for processing. The Organizer shall respond to the claim or complaint in writing within 10 (ten) days after the receipt thereof. If the Organizer fails to respond, the claim or complaint shall be considered accepted, whereupon Ticketmaster may settle such a claim or complaint filed by a visitor to an Event using the same manner as if the Event were cancelled. The same applies if the Organizer expressly accepts a claim or complaint. In all of the foregoing cases, Ticketmaster may settle a claim or complaint using any and all Proceeds the Organizer receives from the sale of Tickets for the claimed Event or the Organizer's Proceeds from other Events for which Ticketmaster sells Tickets. If the Organizer has already received Proceeds from the sale of Tickets for an Event and currently has no other Events for which Tickets are sold through the Network the Proceeds of which could be used to settle a claim or complaint, the Organizer shall remit the necessary amount to Ticketmaster's account without delay.

40. Cases in which No Refund Is Issued and Promise of Indemnity. It is expressly agreed that Ticketmaster is under no obligation to refund the price or to process claims or complaints if the Organizer does not provide sufficient funds for this purpose. Furthermore, by signing this Agreement, the Organizer in connection herewith grants Ticketmaster a promise of indemnity, under which the Organizer shall upon request indemnify Ticketmaster for any and all losses incurred by Ticketmaster as part of providing services to the Organizer in accordance with this Agreement as a result of any third-party claim made against Ticketmaster, which originates from any Event for which Ticketmaster sells Tickets in accordance with this Agreement, or from the fact that an Event does not duly take place or does not take place at all, where such claims are based on any loss incurred by a third party in connection with any Event. For these purposes, losses incurred by Ticketmaster shall include, without limitation, any and all payments made this way to third parties, costs related thereto, including any legal or administrative fees paid to courts, government authorities, or the counterparty, fines, and the cost of legal advice incurred by Ticketmaster.

41. Sale of Supplementary Services. If the YES field in the "Organizing Sale of Supplementary Services" column is selected in Section B) of the Specific Terms and Conditions of the Agreement, Ticketmaster shall, in addition to selling Tickets, also offer and sell **Supplementary Services**, the provision whereof is secured by the Organizer. As is the case with the sale of Tickets, the sale of Supplementary Services shall be offered and sold by Ticketmaster always solely in the name and on the account of the Organizer. Ticketmaster shall bear no liability whatsoever for the provision of any Supplementary Service, or, as the case may be, the non-provision thereof, for any change in the conditions and circumstances under which Supplementary Services are provided, any incidents liable to occur during the provision of Supplementary Services, or any occurrence originating from the provision of Supplementary Services. Ticketmaster shall bear no liability for any damage or loss incurred by the Organizer or any third party in connection with a Supplementary Service.

42. Supplementary Services. For the purposes of this Agreement, Supplementary Services shall mean (i) the services listed in Section B) of the Specific Terms and Conditions of the Agreement and/or (ii) the services listed in the Price List for Supplementary Services, which constitutes an integral part of this Agreement as an enclosure hereto, provided that the YES field in the "Price List for Supplementary Services is Enclosed" field is selected in Section B) of the Specific Terms and Conditions. As a rule, Supplementary Services shall be provided in connection with Events.

43. Use of Proceeds from the Sale of Supplementary Services. If Ticketmaster secures for the Organizer the sale of Supplementary Services, any and all proceeds from the sale of Supplementary Services shall be considered part of Proceeds and shall be subject to any and all provisions of this Agreement pertaining to the use of Proceeds.

44. Commission on the Sale of Supplementary Services. The Organizer shall pay Ticketmaster a compensation for tasks carried out in accordance with this Agreement referred to as **Commission on the Sale of Supplementary Services** . Ticketmaster shall be entitled to Commission on the Sale of Supplementary Services for every Supplementary Service sold through the Network. The foregoing Commission on the Sale of Supplementary Services may be agreed to have the form of a **percentage** or a **fixed sum**. If Commission on the Sale of Supplementary Services is agreed as a percentage, Ticketmaster shall be entitled to the applicable percentage of the selling price of every Supplementary Service sold by Ticketmaster to Customers, agreed to that effect in Section B) of the Specific Terms and Conditions of the Agreement. If agreed as a fixed sum, Commission on the Sale of Supplementary Services shall be calculated as a multiple of the fixed sum specified to that effect in Section B) of the Specific Terms and Conditions of the Agreement and the quantity of all Supplementary Services sold by Ticketmaster to Customers. Hence, Ticketmaster shall be entitled for every sold Supplementary Service to the sum specified in the Commission on the Sale of Supplementary Services column in Section B) of the Specific Terms and Conditions. Ticketmaster shall have the right to subtract Commission on the Sale of Supplementary Services from Proceeds at any time. However, Ticketmaster shall not be entitled to Commission for the Sale of Supplementary Services in case that the Organizer cancels an Event in connection wherewith a Supplementary Service is to be provided, and the Supplementary Service therefore cannot be provided.

45. Payment Transaction Fee for the Sale of Supplementary Services. If Ticketmaster secures the sale of Supplementary Services for the Organizer, the Organizer shall pay Ticketmaster the Payment Transaction Fee for proceeds collected by Ticketmaster from the sale of Supplementary Services at the same percentage as that applicable to proceeds from the sale of Tickets; any and all provisions of this Agreement defining the Payment Transaction Fee shall apply in this regard to the full extent thereof. Ticketmaster shall be entitled to the Payment Transaction Fee collected in connection with the sale of Supplementary Services even if an Event, in connection wherewith Supplementary Services have been sold, is cancelled or does not take place.

46. Fees Charged in Connection with the Sale of Supplementary Services to Customers. The Organizer acknowledges and by signing this Agreement agrees to the fact that Ticketmaster shall charge individual Customers certain fees for services rendered, specifically the use of the Ticketmaster Network for the purchase of Supplementary Services. Ticketmaster shall be entitled to such fees. In accordance with the foregoing, Ticketmaster may charge Customers:

    a) A **Service Fee (DS)** for every purchase of a Supplementary Service, which may have the form of a **Percentage-Based Service Fee (DS)** or a **Fixed-Amount Service Fee (DS)** . If a certain percentage is agreed in the Service Fee (DS) column in Section B) of the Specific Terms and Conditions of the Agreement, the amount of the Service Fee (DS) charged to the Customer for any purchase of a Supplementary Service shall not exceed such a percentage of the selling price of the Supplementary Service. If a certain fixed amount is agreed in the Service Fee (DS) column in Section B) of the Specific Terms and Conditions of the Agreement, the amount of the Service Fee (DS) charged to the Customer for any purchase of a Supplementary Service shall not exceed such an amount. Different Service Fees (DS) may be set for individual types of Supplementary Services. In case that an Event is cancelled or does not take place, in connection wherewith Supplementary Service was to be provided, as a result whereof the Supplementary Service cannot be provided, the Service Fee (DS) shall be refunded to the Customer together with the price of the purchased Supplementary Service. In such a case, the Organizer shall pay Ticketmaster a compensation in an amount equal to the sum of all Service Fees (DS) refunded by Ticketmaster to Customers in connection with the fact that an Event has been cancelled or has not taken place. The compensation may be subtracted from Proceeds.

    If a Customer is separately delivered a document for a purchased Supplementary Service in a tangible, as opposed to electronic, form or any other tangible object necessary for the provision of the Supplementary Service, the provisions of Article 34.(e) of the General Terms and Conditions of the Agreement shall apply as regards Ticketmaster's right to collect the Delivery Fee.

47. Mutatis Mutandis Application of the Provisions of the Agreement. Unless expressly stipulated otherwise in Articles 41. to 46. and in the present Article 47., the sale of Supplementary Services shall be subject, mutatis mutandis, to any and all provisions of this Agreement pertaining to the organization of the sale of Tickets, including the provisions pertaining to Proceeds and the use thereof, the refund of the price of Tickets, the settlement of remitted payments, compensation for damage, Customer complaints, and the promise of indemnity. As regards the sale of Supplementary Services, however, the application is ruled out of Articles 14., 15., 26., and 30. of the General Terms and Conditions of the Agreement.

48. Consent to the Resale of Tickets. If the Specific Terms and Conditions of the Agreement state **YES** under "The Organizer consents to the resale of Tickets", the Organizer acknowledges and expressly agrees that Ticketmaster may use its Network to resell Tickets for an Event or Events organized by the Organizer to third parties at the request of Customers who purchase such Tickets through Ticketmaster. Tickets shall be thus resold based on a separate contractual arrangement between Ticketmaster and the Customer who requests this service from Ticketmaster.

49. Consent to the Provision of Other Services to Customers. The Organizer acknowledges and expressly agrees that Ticketmaster may, in addition to selling Tickets in accordance with this Agreement, use the Network to offer and sell to Customers products and services (such as insurance, souvenirs, etc.). Proceeds from the sale of such other products and services shall not constitute part of Proceeds within the meaning of this Agreement.

50. Non-Disclosure Clause. Throughout the time this Agreement remains in effect and for six (6) months thereafter, the Parties shall refrain from disclosing the contents of this Agreement, including the financial terms hereof. Both of the Parties consider any and all of the provisions of this Agreement to be confidential.

51. Agreement Term. If the Agreement is entered into as a **Long-term Partnership** in accordance with the Specific Terms and Conditions, the Agreement is deemed to be entered into for an **open-ended term**. In such a case, the Parties agree that if they wish to terminate this Agreement, either on a discretionary basis or due to any reason whatsoever, the termination hereof shall have the form of an agreement or a unilateral written notice of termination subject to a notice period of three (3) months, starting on the first (1st) day of the month following the delivery of the notice of termination to the Counterparty. If this Agreement is entered into for a **Single Event** in accordance with the Specific Terms and Conditions, the Agreement is entered into for a fixed

term, until the Event is held and until the full settlement of Proceeds and of fees and compensations billed by Ticketmaster to the Organizer.

52. Exclusion of Certain Provisions of the Civil Code. Section 2440 and Section 2443 of the Civil Code shall not apply to this Agreement.

53. Withdrawal from the Agreement. In the event of a gross violation of this Agreement by either Party, the Counterparty may withdraw from this Agreement by serving a written notice of withdrawal, whereupon this Agreement will expire upon the delivery of the notice of withdrawal to the Counterparty.

54. Settlement of Obligations after the Termination of the Agreement. Upon the termination of this Agreement, the Parties shall settle their mutual obligations that originated prior to the termination of this Agreement.

55. VAT Registration. If the Organizer is based in a Member State of the European Union other than the Czech Republic or in a third country and organizes an Event that is to take place in the Czech Republic, the Organizer shall file an application for registration for value added tax (VAT) in the Czech Republic immediately after the signature of this Agreement, but no later than one (1) working day prior to the beginning of the sale of Tickets.

56. Choice of Law. This Agreement as well as any and all matters arising hereunder shall be subject to the law of the Czech Republic. Unless expressly agreed in this Agreement, the legal arrangement between the Parties shall be subject to the applicable provisions of the Civil Code and, where applicable, other laws and regulations.

57. Court Jurisdiction. Any disputes liable to arise under or in connection with this Agreement shall be settled definitively by courts of the Czech Republic.

58. Solemn Will of the Parties and Proportionality of Mutual Obligations. By signing this Agreement, the Parties expressly declare and mutually assure one another that they have duly considered the consequences of this Agreement and that the supply they undertake to provide to one another under this Agreement is not disproportionate to a gross extent or any other extent. Both of the Parties assume the risk of a change in circumstances.

59. Amendments to the Agreement. No changes and additions to this Agreement shall be valid unless approved by both of the Parties and made in writing in the form of an amendment to this Agreement.

60. Prohibited Cession by the Organizer. Without Ticketmaster's consent, the Organizer shall not have the right to assign any claims arising under this Agreement to any third party (Section 1879 of the Civil Code). Furthermore, neither of the Parties shall have the right to assign this Agreement, in part or in full (Section 1895 of the Civil Code), to a third party without the Counterparty's written consent.

61. Effect and Force. The Agreement enters into effect and into force upon its signature by both of the Parties. If the Agreement is not signed by both of the Parties at the same time, it shall enter into effect and into force upon the subscription of the last signature.

62. Transitional Provisions relating to Previous Agreements. This Agreement replaces and supersedes any and all previous agreements pertaining to the sale of Tickets entered into between the Organizer and Ticketmaster. However, if the sale of Tickets for a certain Event has already commenced, it shall be completed in accordance with the original agreement, unless Ticketmaster notifies the Organizer in writing that starting on a specific date, which shall be specified by Ticketmaster and of which the Organizer shall be notified in writing in advance, the sale of Tickets for such an Event shall also be subject to the present (new) Agreement. In such a case, the rights and duties of the Parties originating prior to such a date shall be subject to the original agreement and shall also be settled in accordance with the original agreement, whereas rights and duties originating starting on the foregoing date, inclusive, shall be subject to this (new) Agreement and shall be settled in accordance herewith.

63. Number of Counterparts. As a rule, the Agreement shall be made in two (2) original counterparts, one for each of the Parties.