

**General Terms and Conditions of Business**  
**Ticket store for online ticket bookings of FLEET Events GmbH**

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1. scope of application

(1) The following General Terms and Conditions (GTC) apply to the use of the online offer of FLEET Events GmbH (hereinafter "FLEET") as well as all resulting contractual relationships of FLEET with the users/customers.

(2) FLEET does not recognize deviating terms and conditions of the customer as well as terms and conditions of the customer that conflict with these GTC, unless FLEET has expressly agreed to an amendment in writing. Ancillary agreements, in particular guarantees, changes and additions are only effective if FLEET expressly agrees to them. They are to be made in writing for later proof.

2. contracting party

FLEET sells event tickets in its own name and on its own account. Through the purchase of the ticket, contractual relations are exclusively established between the customer and FLEET with regard to the event attendance or the participation in online events.

3. Use of the online offer

(1) The customer may use the online offer exclusively for private, non-commercial purposes. The use of automated technical possibilities, such as scripts or macros, to monitor or manipulate the online offer is prohibited by FLEET.

(2) The customer is obligated to keep all access data to the personalized area of the online access (customer account) secret and to inform FLEET immediately if this data is no longer secret. This also applies if the customer suspects or gains knowledge that his access data has been misused. In any case, however, the customer remains responsible for the unauthorized use of the online offer. All declarations of intent made using his online access (customer account) or his other access data shall be effective for and against the customer, unless the customer is not responsible for the misuse of his online access (customer account) because there has been no breach of the existing duties of care.

(3) FLEET's online offer for the purchase of admission tickets is aimed exclusively at end customers. The purchase of tickets for the purpose of resale is prohibited.

4. Offers and prices

(1) Offers and prices are always subject to change. The prices include the applicable statutory value added tax. The sale takes place only in quantities customary in the trade.

5 Conclusion of contract & right of withdrawal

(1) By confirming the button "Buy" at the end of the order process, the customer submits a binding offer to conclude a contract against payment for the purchase of tickets for events of

FLEET. FLEET reserves the right to reject the customer's offer at any time without giving reasons. Only with the dispatch of the tickets by e-mail or (in case of dispatch by mail) by an explicit declaration of acceptance by FLEET a legally effective contract is concluded.

(2) In the case of the sale of tickets for leisure events on a specific date, there is no right of revocation in accordance with § 312g para. 2 no. 9 BGB (German Civil Code). Each order of tickets is therefore binding and obligates the customer to pay for the ordered tickets.

## 6. payment

(1) The total price of the order, including all fees, is due for payment by the customer immediately after conclusion of the contract (Item 5, Paragraph 1). Payment is made by credit card, PayPal or direct debit from a German bank account when ordering.

(2) If a return debit note occurs in the direct debit procedure for which FLEET is not responsible, a fee of € 15.00 will be charged, which the customer must pay in addition to the invoice amount. Unauthorized cancellations of credit card payments will be subject to a fee of € 25.00. The compensation of a return debit note has to be made by the customer by bank transfer within one week after the return debit note to the account FLEET Events GmbH, Commerzbank IBAN: DE55200400000621577601.

## 7. shipping & return

(1) After payment, the tickets will be sent to the customer free of charge as a PDF document to the e-mail address provided when the order was placed. The tickets must be printed out by the customer in A4 format and presented at the entrance to the event. In the case of admission tickets for online events, the customer will receive a link together with the admission ticket that will enable him to access the online event (hereinafter "access link").

(2) The customer must ensure that no unauthorized person comes into possession of the admission tickets and that they are not printed more than once or otherwise reproduced. In the case of online events, the customer must also ensure that the access link does not come to the knowledge of any unauthorized third parties and is not published in a manner accessible to the general public. In case of duplication, the customer is liable to FLEET for the demonstrable damage incurred. FLEET reserves the right to block the customer in this case and to issue a (also virtual) house ban.

(3) Immediately after receipt of the tickets, the customer is obligated to check them for the correctness of the number and prices, date, time, event and venue. Complaints about faulty tickets must be made immediately upon receipt in writing to FLEET to [tickets@fleet-events.de](mailto:tickets@fleet-events.de). The incorrectly issued tickets must be attached to the letter.

(4) A return or refund of tickets is not possible. Only in case of cancellation of an event the nominal value of the ticket will be refunded. In this case, the return and refund of the purchase price will be made up to a maximum of 14 days after the originally scheduled date of the event. Any advance booking fees paid will not be refunded. Booked tickets are to be returned by mail to FLEET Events GmbH, Zirkusweg 1, 20359 Hamburg. FLEET will inform the customer about a cancellation of the event in due time by notice on its homepage and, if necessary, by phone, in writing or by e-mail. FLEET is not liable for losses, damages or expenses of the customer in case of cancellation of an event.

(5) Lost or destroyed tickets will not be replaced by FLEET.

## 8. special regulations for online events

(1) The access link entitles only one person to participate in the online event. The transfer of the link to third parties is prohibited.

(2) The use of the services within the framework of online events is only permitted in accordance with the applicable laws and in consideration of the rights of third parties. The customer may not violate legal prohibitions, morality or the rights of third parties (copyrights, trademark rights, data protection rights, etc.) through the content and data provided by him. The online event may not be used for fraudulent activities or activities related to a criminal offense, harassment or other inconveniences.

(3) FLEET reserves the right to delete data entered by customers without giving reasons, to block user profiles as well as to block access to the online event or individual services provided free of charge. FLEET is particularly entitled to do this if the customer violates applicable law or the terms of use. The blocking of chargeable services is only permissible if there is an important reason.

(4) FLEET points out that according to the current technical status, hardware and software errors cannot be completely excluded. Therefore, no warranty can be assumed for this. Due to technically necessary maintenance work, no 100% accessibility of the systems provided by FLEET can be guaranteed. Malfunctions or failures have to be reported by the customer to FLEET immediately in writing or by e-mail to [tickets@fleet-events.de](mailto:tickets@fleet-events.de).

(5) The customer has to indemnify FLEET at first request from all possible claims of third parties, which are based on illegal or infringing contents posted by the customer or other behavior of the customer. This applies in particular to copyright, trademark, name, data protection and competition law infringements of any kind. The customer has to bear the costs of the necessary legal defense of FLEET, including all court and attorney fees in the statutory amount, unless the customer is not responsible for the infringement.

(6) All content provided as part of the online event is the property of FLEET or the relevant organizer/exhibitor and may be protected by copyright or other proprietary rights. This content may not be used for any other purpose without the consent of the respective rights holder. In particular, it is prohibited to read out parts of the portal and to use the data otherwise, in particular in own databases, without the consent of FLEET.

## 9 Change of venue or date, force majeure

(1) FLEET is entitled to cancel or change the location and/or date of the respective event due to circumstances beyond FLEET's control, such as force majeure and events of equal importance, e.g. national mourning, weather conditions, strike, governmental infection control measures or war. FLEET is not liable for losses, damages or expenses of the customer.

(2) FLEET also reserves the right to change the location and/or date of the event, even if there is no case of force majeure.

(3) In any case, FLEET will inform the customer about a postponement in a timely manner by posting a notice on its homepage and, if necessary, by telephone, in writing or by e-mail.

(4) Provided that the postponement is not due to force majeure, the customer has a right of withdrawal if the postponement is unreasonable for him, which he can exercise by returning the tickets by mail to FLEET Events GmbH, Zirkusweg 1, 20359 Hamburg within 14 days after receipt of the notification of the postponement, at the latest by the start of the event. The customer will be refunded the nominal amount of the ticket if the cancellation is made and the ticket is returned in time. A refund of any advance booking fees paid will not be

made. FLEET is not liable for losses, damages or expenses of the customer in case of postponement of an event.

## 10 Liability

(1) The liability of FLEET is determined according to the legal regulations, as far as nothing else is determined in the following.

(2) FLEET is liable for damages of the customer without limitation only if these are due to intentional or grossly negligent conduct of FLEET. In the case of slightly negligent breaches of duty, FLEET is only liable in the event of a breach of essential contractual obligations. In this case, the liability is limited to the direct damage of the customer which is typical for the contract and foreseeable at the time of the conclusion of the contract. This also applies to breaches of duty by legal representatives and / or vicarious agents of FLEET. Liability for culpable injury to life, body or health remains unaffected.

## 11. final provisions

(1) Offsetting against claims of FLEET is only permitted with undisputed or legally established counterclaims. The assertion of rights of retention that are not based on the same contractual relationship is excluded.

(2) Should individual provisions of these terms and conditions be or become void, invalid and/or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.

(3) Place of performance and payment is Hamburg. The law of the Federal Republic of Germany shall apply with the exception of its provisions of international private law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. This choice of law shall apply to consumers only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence. With respect to merchants, legal entities under public law or special funds under public law, the exclusive place of jurisdiction is Hamburg. However, FLEET is also entitled to bring an action at any other statutory place of jurisdiction.