

General Conditions Regarding the Sale of Tickets

1. Subject

Conditions for the sale of admission tickets by MB Capital Services GmbH, and the associated services.

MB Capital Services GmbH sells admission tickets exclusively on behalf of and for the account of the respective organiser.

Contractual relations arise solely between the purchaser and the respective organiser.

The Organiser's General Terms of Business and the house regulations of the respective venue must be observed.

The fulfilment and subject matter of the events are the sole responsibility of the organiser.

2. Forms of payment

The customer shall pay for his admission ticket(s) by credit card (EUROCARD/MASTERCARD, VISA, DinersClub, AMEX) or by transfer.

3. Charges

The sale price of a ticket includes the charges normally incurred. These consist of a charge for the system and a sales charge plus VAT. If in individual cases no charges are imposed by the organiser, the reference to the charges in connection with the sale price does not apply. For admission tickets of trade fairs there will be no charges regularly.

4. Processing of orders / Advance sales

Irrespective of the delivery address, a lump sum to cover processing will be charged per delivery for tickets dispatched by post and for processing the order.

Tickets will only be dispatched after payment has been received in full.

Delivery times

The admission tickets etc. will be sent by post. It is strongly recommended that a German delivery address is given.

Postal dispatch takes place at the risk of the person placing the order. MB Capital Services GmbH accepts no liability for losses or late delivery.

5. Exchange and return of tickets

Correctly supplied tickets cannot be exchanged or returned.

If an event is cancelled, postponed or altered, the organiser shall decide on the subsequent steps to be taken. MB Capital Services GmbH is not obliged to provide information, and this remains the responsibility of the respective organiser, in the course of its local communication through the media.

If an event is cancelled, up to 14 days after the date of the event the price of a ticket will be repaid on submission of the original ticket. In this case the sales, processing and system charges will not be repaid.

If an event is postponed or altered, tickets may only be returned to MB Capital Services GmbH up to one day prior to the final date of the event. The original cost will be repaid, but not the sales, processing and system charges.

Repayments will not be made in cash but only by transfer to an account indicated by the customer.

6. Liability

MB Capital Services GmbH is not an organiser and consequently does not bear any liability for the correct staging of events.

7. Data protection and data processing

MB Capital Services GmbH undertakes to abide by the data protection regulations when processing personal data.

The registration, processing and utilisation of data, as well as of names, addresses, e-mails, telephone numbers etc. take place with the scope required for the creation, drafting or amendment of the contractual relationship, using an automated process. MB Capital Services GmbH is authorised to supply such data to third parties that have been appointed to execute the order, if this is necessary for the fulfilment of the commission.

8 Concluding conditions

Any divergent terms of business of the customer shall not apply, even if MB Capital Services GmbH does not expressly object to them.

The validity of the conditions of sale shall not be affected by the invalidity of individual provisions.

The law of the Federal Republic of Germany shall apply.

The place of fulfilment and venue is Berlin.