

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF TICKETS

### **Scope, object and conclusion of the contract**

The following General Terms and Conditions (T&Cs) shall exclusively govern the contractual relationship between the customer and CODE\_n GmbH (limited liability company), Schelmenwasenstraße 34, 70567 Stuttgart, hereinafter referred to as the "Organizer".

These T&Cs shall apply exclusively. Terms and conditions of the customer which contradict with or depart from these T&Cs shall not be deemed incorporated into the contract, unless the Organizer has expressly agreed their applicability in an individual case.

The object of the contract shall be the sale of named tickets by the Organizer to the customer for the CODE\_n new.New Festival 2018 (hereinafter referred to as "Festival").

A valid contract is concluded between the parties after the order process is completed and full payment for the tickets is made.

### **Performance of the contract; payment; reservation period; email tickets**

The price for the Festival tickets shall fall due for payment when the ordering process of the tickets has been completed. The customer can choose amongst the various payment methods that are made available by the Organizer.

As soon as the order has been made, the customer receives a ticket. In case the payment of the price is not fully made to the sole benefit of the Organizer within 14 days, the ticket will be marked invalid. Once a ticket is invalid, it is not possible to reactivate the ticket. In such a case, the customer must order a new ticket.

Following receipt of payment in full by the Organizer, the Organizer sends the tickets via email to the customer at his specified email address. The customer shall receive no tickets by postal mail or fax.

The customer shall be solely responsible for safeguarding the tickets and for bringing them printed or in digital format on the smartphone with him to the event.

### **Rights and obligations of the Organizer**

The Organizer reserves the right to alter the content, running and locations of the Festival at short notice. The Organizer shall source an equivalent substitute, if possible. This shall not give rise to any right on the part of the customer to rescind the contract and/or cancel the tickets.

## **Rights and obligations of the customer**

In the event that the customer has purchased concession rate tickets (e.g. Student or Startup tickets), the customer or the named holder of the ticket shall produce the necessary proof of eligibility when entering the event.

In case the person is not fulfilling the requirements, the person has no right to participate and entrance will be refused.

Name changes will be facilitated for a small fee up to seven (7) days prior to the commencement of the event. The new named ticket user must fulfill the requirements for the respective ticket.

## **Right to cancellation by the Organizer in the event of force majeure**

The Organizer has to right to cancel the Festival in the event of force majeure. Force majeure shall be deemed to include all unforeseen events and events as to which neither party bears responsibility for the effects thereof on the performance of the contract.

If this case occurs, the price for the ticket(s) will be repaid and the ticket(s) will be invalid.

## **Photographs, films and recordings**

The customer is aware, that the Organizer takes photographs or makes films or recordings at the Festival and that these photographs, films or recordings will be published, disseminated and circulated on the Internet and in print and other media.

## **Drinking**

The Organizer accepts no responsibility for the actions of customers and other attendees while under the influence of alcohol, esp. served at the Festival (including official parties, if any). It is also acknowledged by the customer that it is unlawful for any person under the age of 18 years old to consume alcoholic beverages.

## **Health & safety / compliance with laws and rules imposed by the Organizer / bags etc.**

All attendees at the Festival have the duty to maintain health and safety standards for their own and others' benefit. Failure to comply with any laws, health & safety and/or restrictions imposed by the Organizer may result in immediate removal from the premises without any refund or compensation.

Large bags are prohibited on the event area. There will be the possibility to hand these over to the cloakroom.

## Liability of the Organizer

The organizer shall be liable without limitation for damages resulting from injury to life, limb or health which occur due to a breach of duty by the Organizer or one of its legal representatives or vicarious agents. The Organizer shall also be liable without limitation for damages owing to a lack of a characteristic warranted by the Organizer or due to malicious conduct by the Organizer. In addition, the Organizer shall be liable without limitation for damages due to intent or gross negligence by the Organizer or one of its legal representatives or vicarious agents.

Apart from the cases set out in the section above, the Organizer's liability shall be limited to typical foreseeable contractual damages in the event of a breach of any of its cardinal contractual duties due to slight negligence. Cardinal contractual duties are an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of an agreement and on whose fulfilment the customer can usually rely.

Any other liability is excluded.

The liability of the Organizer pursuant to the German Product Liability Act shall remain unaffected.

## Right of withdrawal for consumers

### RIGHT OF WITHDRAWAL

Consumers have the right to withdraw from the contract within fourteen (14) days without stating a reason.

The period of fourteen (14) days begins with the receipt of the ticket(s).

To withdraw, the consumer has to send a respective notification (e.g. letter, fax or email) to

CODE\_n GmbH, Schelmenwasenstraße 34, 70567 Stuttgart, [events@code-n.org](mailto:events@code-n.org).

To maintain the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### CONSEQUENCES OF WITHDRAWAL

If the consumer withdraws from this contract, the Organizer will repay the received payment, including delivery charges, if any, immediately and at the latest within fourteen days from the date on which the notification of the withdrawal of this contract has reached the Organizer. For this repayment, the same means of payment are used that were used in the original transaction, unless otherwise agreed with the consumer; in no case will the consumer be charged with fees for this repayment.

In case of a withdrawal, the tickets become invalid

## ADDITIONAL INFORMATION

The right of withdrawal lapses before the end of the right of withdrawal period if the contract has been completely fulfilled to the satisfaction of both parties before the consumer exercised the right of withdrawal.

## EXCLUSION OF RIGHT OF WITHDRAWAL

The right of withdrawal does not exist if, when entering into the contract, the customer acts in exercise of a trade, business or profession and is therefore deemed to be an entrepreneur (Section 14 BGB).

## Data protection

Personal data is processed for the performance of the contract or in order to take steps at the request of the customer prior to entering into a contract.

In addition, the Organizer will only contact the customer concerning any other events and/or send information about events or other activities by the Organizer in case the customer has given his explicit prior permission.

In addition, the data protection policy of Eventbrite Inc. shall apply. For further information, click [here](#).

These rules do not affect the above section dealing with photographs, films and recordings.

## Final provisions, applicable law, place of jurisdiction, miscellaneous

Should one or more provisions of these T&Cs be deemed invalid in whole or in part, this shall not affect the validity of the remaining provisions hereof.

Unless otherwise stated, the Organizer may send notices to the customer by email or postal mail.

The place of performance is Stuttgart (Germany).

Place of jurisdiction for merchants within the scope of the German Commercial Code (HGB) shall be Stuttgart (Germany).

These T&Cs and the contractual relationship shall be governed by German law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by German law.