



Terms and Conditions

Dear Customer,

The following General Terms and Conditions govern the contractual relationship between you as customer and ClassicTic GmbH ("ClassicTic" or "we") regarding all services and information provided to you by ClassicTic. Orders of all tickets and other items offered by ClassicTic are exclusively governed by the following General Terms and Conditions ("GTC"). ClassicTic's offerings address customers in Germany and the other EU Member States as well as in other countries (sales to customers outside of Germany are hereinafter referred to as "International Sales").

Please note that this translation of the GTC is general and informative and provided for convenience only. Solely the German language version is intended to be legally binding.

I. Contract Parties and Contractual Relationships

(1) Unless expressly stated otherwise, ClassicTic itself is not the organizer of the offered events. These are organized and carried out by the respective event organizer, which is also the ticket issuer. Ticket purchase results in contractual relationships between the customer and the respective event organizer or promoter only. This contract may be subject to separate terms and conditions of the event organizer or promoter. ClassicTic arranges sales contracts exclusively on behalf and for account of the respective event organizers or promoters. Prices of tickets may be higher than the printed ticket prices, when ClassicTic charges a service fee. The prices shown on the website are total prices, including all taxes and fees. The customer engages ClassicTic to handle the ticket purchase.

(2) Section I (1) does not apply to the purchase of gift certificates offered on our website ("Gift Certificates"), where ClassicTic is the sole party contracting with the customer. The redemption of Gift Certificates for the purchase of tickets is subject to Section I (1).

II. Formation of Contract, Rescission Right of ClassicTic

(1) The ticket offering on the ClassicTic website is non-binding and subject to alteration. The customer's order, made by clicking the "Confirm your order" button, creates a binding contractual offer. ClassicTic accepts this offer through an explicit confirmation or through a request for payment. The resulting contract is subject to the following provisions: (i) The event organizer confirms availability of the requested number of tickets in the requested category of the order (In most cases, this confirmation immediately follows the order. In some cases, when a longer period of confirmation has been agreed with the event organizer, the customer receives notification of this situation by e-mail.) (ii) In the case that prepayment has been agreed upon, the requested number of tickets in the requested category of the order is still available.



(2) In case the means of payment selected by the customer is rejected due to insufficient funding, or if the payment order cannot be processed due to other reasons attributable to the customer, the customer will be informed about the failed payment directly on our website and will be asked to provide a different means of payment. If an alternative means of payment is not provided or also fails, then ClassicTic can, after setting an appropriate grace period, withdraw from the contract; this is also the case, when late payment by the customer results in non-availability of the ordered tickets. The payment method "bank transfer" requires prepayment, which means that the purchase price of the tickets must be credited to ClassicTic's bank account before ClassicTic delivers the ordered tickets to the customer. If the payment is not completed within the agreed time period, then ClassicTic can, after setting an appropriate grace period, withdraw from the contract.

(3) As contractual relations regarding the event are only formed between the customer and the event organizer, ClassicTic has no auxiliary duty to inform the customer e.g. about cancellations or postponements of an event. ClassicTic will, however, endeavor to inform the customer about changes if it receives pertinent information.

(4) ClassicTic may cancel a ticket order of a customer for which an order confirmation or electronic tickets have already been sent (unilateral rescission right), if the customer breaches or tries to circumvent specific terms stipulated by the event organizer or ClassicTic which have been pointed out within the scope of the ticket sales (e.g. breach against restriction of number of tickets per customer, breach of reselling prohibitions, if any, attempt to bypass such restrictions by registering and using multiple user profiles etc.). The declaration of the cancellation/rescission may be made expressly or by implication by refunding the paid amounts. The aforesaid rescission right is subject to Sections 346 et seq. of the German Civil Code (BGB) under exclusion of Section 350 BGB.

(5) A purchase contract regarding Gift Certificates is made when the customer clicks on the button "Confirm your order".

III. Payment Modalities and Pricing Components

(1) The product prices stated on the order form of ClassicTic's website and/or the sales prices stated in case of a sale by telephone are always total prices. They include the statutory VAT – additional charges exceeding the price stated on the website or by telephone are not incurred. All prices are stated in Euro, US Dollar, British Pound, Australian Dollar, or Russian Ruble. It is always possible to use the following means of payment: credit card (Visa or MasterCard/Eurocard), and PayPal. Additional payment methods are offered country-specifically depending on the customer's residence and will be displayed within the course of the order process, respectively. The total price of the order is due for payment immediately after the contract is established. As long as ClassicTic is waiting for confirmation from the event organizer as to whether the desired tickets are available, payments will only be authorized but not finalized. This does not apply when the payment method "bank transfer" is chosen, which requires prepayment: In this case, the customer must remit the full total price to the account stated by ClassicTic by the date provided to the customer for this purpose.

(2) All transactions are encrypted according to the latest SSL 128-Bit standards. This protocol encrypts the order information, preventing third parties from reading the given data. When the system



is working with SSL, the URL switches from http:// to https://, and the browser's toolbar is replaced by the symbol of a key or a padlock. Transactions are listed as CLASSICTIC.COM on the statement of the customer's payment service provider.

(3) All incoming orders are processed immediately. Classicctic recommends printing all transaction data and the GTC and filing them so they can be easily found. Classicctic does not save the contract text after formation of the contract.

IV. Delivery

(1) Immediately after confirmation of ticket availability from the event organizer through Classicctic (*see II, 1 of these GTC) and after receipt of payment, the customer will receive an automated e-mail confirmation containing the Classicctic e-Ticket as attachment and an individual reservation number (the Classicctic Order ID). We ask the customer to print the e-Ticket (receipt) and present it together with proof of identification (such as driver's license or passport) at the entrance or box office, in order to attend the event. Classicctic recommends that customers get to the venue early. The e-Ticket (receipt) provides all necessary information regarding attendance of the event.

(2) The ticket delivery is free of charge. Shipment is not necessary, as the entire booking process is done electronically. Ticket and Gift Certificate purchases via internet, telephone, or e-mail are binding.

(3) The customer is obliged to inform Classicctic by e-mail at info@classictic.com within 72 hours, if the customer has not received a response from Classicctic after ordering. Classicctic sells tickets based upon sales divisions, according to the "first come - first serve" basis, within the respective seating categories. Customers receive dedicated seats at the entrance.

(4) Gift Certificates are delivered via e-mail. Delivery is free of charge.

V. Right of Withdrawal

(1) To the extent that Classicctic offers services related to leisure activities and the contract provides for a specific date or period of performance (i.e. in particular in case of tickets for concerts, operas, and similar events), **there is no right of withdrawal pursuant to Section 312g para. 1 BGB** (cf. Section 312g para. 2 no. 9 BGB). **Thus, each order of tickets is binding immediately and obligates the customer to pay for the ordered tickets.**

(2) By contrast, the customer has a right of withdrawal pursuant to Section 312g para. 1 BGB when ordering Classicctic Gift Certificates. Here, the following applies:

Instructions on Withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (ClassicTic GmbH, Boyenstr. 41, 10115 Berlin, Phone: +49 30 86 87 04 12 60, Fax: +49 30 86 87 04 12 69, e-mail: info@classictic.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax, or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of Withdrawal Instructions

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract.)

- To: ClassicTic GmbH, Boyenstr. 41, 10115 Berlin, Fax: +49 30 86 87 04 12 69, e-mail:
info@classictic.com:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

- Ordered on (*)/received on (*), _____

- Name of consumer(s), _____

- Address of consumer(s), _____

- Signature of consumer(s) (only if this form is notified on paper) _____

- Date _____

(*) Delete as appropriate.

VI. Cancelled/Inadequate Events / Unavailable Tickets / Liability

(1) If an event is cancelled by the event organizer, the customer will receive a full reimbursement of the ticket price if ClassicTic receives such reimbursement from the event organizer; the terms and conditions of the event organizer apply. The customer will also receive a full reimbursement of the purchase price if tickets for the event booked by the customer are not available. While it is rare, it may happen that due to high demand tickets are no longer available or the customer's booking is made on such short notice prior to the event that ClassicTic can no longer connect with the booking system of the responsible event organizer. If the customer does not accept any alternative suggestions for other events and requests a refund, he/she is entitled to a full refund. ClassicTic will reimburse the paid funds within one month after receipt of the notice.

(2) If an event is inadequate and if this inadequacy is not attributable to ClassicTic, any claims against ClassicTic are excluded.

(3) In case of a force majeure event, ClassicTic reserves the right to rescind the agency contract. In case of a rescission, ClassicTic will inform the customer without undue delay about all circumstances constituting the force majeure event and reimburse to the customer any payments or partial payments made by the customer without undue delay.

(4) In any case, ClassicTic is fully liable pursuant to the German Product Liability Act, for damages caused with willful intent or gross negligence, in case of fraudulent concealment of defects / inadequacies as well as for damages resulting from injury to life, body or health. In case of a breach of material contractual duties (so-called core duties – *Kardinalpflichten*) based on simple negligence, ClassicTic's liability is limited to compensation of the foreseeable damages typical for the type of contract. Any other liability of ClassicTic is excluded. In particular, ClassicTic is not liable for travel accommodation or transport costs and other related costs that the customer incurred in preparation of attending the event.

VII. Customer Order Cancellations

As all bookings are binding and the ticket purchase results in a contractual agreement exclusively between the customer and the respective event organizer, the customer has no right to withdraw from his or her order for whatever reason. If the customer is unable to attend the event (in time), he/she has no right to any kind of reimbursement. However, if the customer notifies ClassicTic as soon as possible that he/she cannot attend an event, ClassicTic will try on the customer's behalf to cancel the order with the respective event organizer and strive towards a full or partial reimbursement or credit note/voucher for the customer.

VIII. Gift Certificates

(1) ClassicTic Gift Certificates can be redeemed for all events listed on the ClassicTic website. The value of the Gift Certificates cannot be redeemed for cash, nor can Gift Certificates be used to purchase other Gift Certificates. Gift Certificates are valid for a period of one year, commencing with the issue date set forth thereon.

(2) If the value of the order exceeds the value or residual value of the Gift Certificate, the customer must pay the balance by providing an accepted means of payment (cf. Section III (1)).

(3) ClassicTic is not responsible for the loss or theft of Gift Certificates.

IX. Information - Liability and Data Protection

(1) All information on this website is carefully checked and regularly updated. ClassicTic is not liable for the correctness and completeness of the information of the event organizers set forth on ClassicTic's website. This applies in particular, but without limitation, to data and information on date, time, and location, viewing options and visibility, program and artists, execution and quality of events.

(2) The use for commercial purposes as well as the reproduction and distribution of the content on this website without express written prior consent from ClassicTic is prohibited.

(3) ClassicTic only uses personal data of the customer, such as name, address, and e-mail, in compliance with the German data protection laws and the ClassicTic [Privacy Policy](#).

X. Miscellaneous

(1) ClassicTic reserves the right to change these GTC with future effect at any time without giving reasons.

(2) Should individual terms and conditions become invalid, the validity of the remaining parts of this contract shall not be affected.

(3) This contract is exclusively governed by German law under exclusion of its conflict of laws rules (international private law) and of UN sales law, unless mandatory laws of another jurisdiction imperatively apply in case of International Sales.

(4) Place of jurisdiction is the seat of ClassicTic unless another place of jurisdiction is prescribed by mandatory law.

(5) ClassicTic is neither willing nor obligated to use alternative dispute resolution entities to resolve disputes with consumers.

Shop

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