

CS EVENTIM TERMS OF USE



Placement of Order:

All online ticket orders are legally binding and cannot be cancelled or modified. To place an online order, follow these steps: Step 1 – Select the event and the ticket(s) according to the price category; Step 2 – Select the method of delivery; Step 3 – select the payment method and enter personal information; Step 4 – Check all information, perform the final review, accept the general terms and conditions, and place the order; Step 5 – Order confirmation by Eventim.

Payment:

The tickets that are bought through the online store can be paid for by credit card or advance payment. The costs of processing and reserving are added to your final bill. Tickets become valid after full payment is made. VAT is included in the price and no hidden costs.

General conditions of acceptance of payment cards:

All payments will be effected in Serbian currency – dinar (RSD). The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Serbian dinar according to the current exchange rate of the Serbian National Bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site

In the name of CS Eventim we are committed to protecting the privacy of all our customers. We collect only the necessary, basic information about customers / users and information required for business and informing the user in accordance with good business practices, in order to provide quality services. We give customers a choice, including the possibility to decide whether they want to or not to be deleted from mailing lists used for marketing campaign. All data about users / buyers are strictly confidential and available only to employees who need such information for their work. All employees of the CS Eventim (and business partners) are responsible for respecting the privacy protection principles.

When entering your payment card details, confidential information is transmitted over a public network in a protected (encrypted) form using the SSL protocol and PKI system, as currently the most advanced cryptographic technology. Data security when shopping, guaranteed payment card processor, Banca Intesa ad Beograd, so the complete billing process is performed on the site of the bank. Not for a moment credit card data are available to our system.

In case of return of goods and refund the customer who has previously paid with some of the payment card, in part or fully, regardless of the reason for the return, CS Eventim is obliged to refund only through VISA, EC / MC and Maestro payment methods, which means that the bank will on the request of the seller perform refund on the card user's account.



Note:

For the purpose of protection of both parties, Eventim in certain circumstances (if the transaction check detect any suspicious activity) contacts the buyer for additional information – credit card scan (showing the last four numbers). If you do not accept the above stated terms and conditions, you can ask for a refund or decide to purchase tickets directly at one of our ticket sale locations.

Delivery of Tickets:

Eventim shall not be liable for any tickets lost at the post office or for adequate delivery by any third parties such as the post office or other courier services. CS Eventim d.o.o. shall not be liable for any costs that arise from failed ticket delivery.

Miscellaneous Term and Conditions:

Ticket returns are not possible, expect if an event is cancelled or if you are using the Eventim Carefree service.

In the event of cancellation or refund, the buyer shall receive the ticket price amount reduced by all additional costs (costs of delivery, service, etc.).

If an event is cancelled, the ticket can be returned for the purpose of refund no later than two months following the set date of the event, only at the location where the ticket was purchased (tickets purchased online are to be returned to Eventim's office address: Bulevar Arsenija Čarnojevića 58, 11070 Belgrade), after which the ticket is invalidated and the money is refunded to the credit card or bank account.

In the event of cancellation, delay, or any other program changes, no refunds shall be made for contingent expenses (e.g., transport, hotel accommodation, delivery costs, etc.).

Data Protection:

The user agrees that personal information may be electronically processed by Eventim for the purposes of rendering services. In accordance with legal provisions, the user agrees that his or her information may be forwarded to partners or affiliates (subsidiaries or branch offices), as well as to organizers of events for which tickets are purchased.

Vouchers:

- Voucher cannot be paid out in cash.
- Vouchers are valid until the expiry date printed on the voucher.
- vouchers must not be re-sold, it's forbidden to sell vouchers in particular on so called online auction platforms.
- In case of cancellation using "oeticket carefree - cancellation right", the customer will get the ticket value refunded.
- A breach of this terms of use will render voucher invalid. In this case Ticket Express GmbH reserves the right to claim back the credited voucher value.

Eventim newsletter:

User agrees to receive news about the events that are in Eventim system.

TERMS OF USE CS EVENTIM CAREFREE

Upon payment of the respective fee, CS Eventim grants all customers the special right to withdraw from a ticket purchase. Under the following conditions, the withdrawal right may be claimed from the time of purchase until 48 hours before beginning of the event:

Incidents justifying special withdrawal:

Illness, accident, death, pregnancy

- Serious illness, a serious accident, pregnancy complications or complications due to a death, given that the respective event occurred after the time of booking:

- of the eligible person

- of a related party who has booked and annuls the same event.

If several people have booked the same event, it may be annulled by up to 6 parties.

- In case of mental afflictions, special withdrawal is only granted on

- a psychiatrist's confirmation of incapacity for work and

- presentation of the employer's confirmation of absence due to incapacity for work.

- In case of chronic illness, special withdrawal is only granted if the event cannot be attended due to a medically attested, unexpected, acute aggravation. Special withdrawal is only granted on the premise that the state of health was stable at the time of ticket purchase.

- In case of pregnancy, special withdrawal is only granted

- if the pregnancy commenced after the ticket purchase and the event takes place after the 24th week of pregnancy,

- or if the pregnancy commenced after the ticket purchase and attending the event would put the unborn child at risk.

Delay and breakdown of public conveyance

If attendance of the event is impossible because of delay or breakdown of public transport on the way to the event (i.e., admission has closed or the event has already ended).

Breakdown of vehicle before arrival

If the private vehicle or cab taken becomes unfit to drive because of an accident or breakdown on the way to the event. Key and petrol mishaps are not covered.

Rescheduling of events on the part of the organizer

If an event is rescheduled or a venue changed and the ticket is valid for the new date or venue: should the entitled person be unable to attend the rescheduled event due to an incident justifying special withdrawal.

Cancellation of the event due to insolvency of the promoter

In case of insolvency proceedings, or decline of insolvency proceedings due to lack of assets by the organizer and cancellation of the event, the customer is granted a refund for the ticket he or she has already paid for if we receive his or her refund request in written form up to 30 days after the date of the event, and if the customer provides all information necessary for a bank refund. Any refund requests we receive more than 30 days after the date of the event will not be taken into consideration.

Duties in case of damage or loss

- In order to claim special withdrawal, the eligible person must report the incident justifying such withdrawal to the Ticket Express GmbH in writing immediately after its occurrence (latest 48 hours before the events begins) by one of the following means:
 - telephone: 0900 11 00 11
 - email: office@eventim.rs (up to 48 hours before the event)
- The eligible person (purchaser) is obliged to take any steps that may mitigate and clarify damage.
- The eligible person (purchaser) is obliged to fully attend to his or her contractual or legal duties to report, inform or conduct.
- If the damage occurred due to an illness or injury, the eligible person must ensure that the attending doctors are released from medical confidentiality toward the CS Eventim d.o.o..
- If services performed by the CS Eventim d.o.o. can be claimed toward a third party by the eligible person, the eligible person must uphold these claims and convey them to the CS Eventim d.o.o..
- The following documents must be submitted to the CS Eventim d.o.o. at the designated address:
 - original ticket
 - CS Eventim d.o.o. invoice (confirmation mail)
 - certification of death
 - documents/official attestations confirming the occurrence of damage (e. g. detailed medical certificate including diagnosis, employer's attestation, police report etc.)

Violation of duties

If the eligible person violates his or her duties, the CS Eventim d.o.o. may waive or cut its services.

Incidents not covered

- Impaired healing process: if an illness or the aftereffects of an accident, an operation or medical intervention already existed at the time of ticket purchase and have not healed by the date of the event. If the aftereffects of an operation/medical intervention already planned at but conducted after the time of ticket purchase have not healed by the date of the event.
- Cancellation on the part of the organizer: if the organizer cannot or can only partly perform the contractual services, cancels the event or would have to cancel it due to concrete circumstances, and if the organizer is by legal or contractual terms obliged to reimburse the customer for the services not performed. This does not apply to a rescheduling of the event on the part of the organizer.
- Not covered under this policy are
 - incidents occurring before or upon conclusion of the contract or ticket purchase,
 - and incidents that are predictable for the eligible person at the time of conclusion of contract or ticket purchase.
- Events do not qualify for special withdrawal if they have been induced by the eligible person in one of the following ways:
 - alcohol or drug abuse
 - suicide or attempted suicide
 - participation in strikes or civil unrests
 - participation in races and training with motor vehicles or boats
 - participation in hazardous activities consciously putting the participant at risk
 - gross negligence or wilful intent

– committing or attempting to commit crimes

• The following events and their consequences do not qualify for special withdrawal: war, terrorist attacks, any kind of civil unrests, epidemics, pandemics, natural disasters and incidents involving nuclear, biological or chemical substances.

• Consequences of official decrees, e. g. confiscation of property, arrest or ban on leaving the country, do not qualify for special withdrawal.

• If the assessor (expert, physician etc.) directly benefits or is related to the eligible person by birth or by marriage.

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Definitions

• Related parties shall mean:

– relatives (married spouse, parents, children, parents-in-law, grandparents and siblings)

– the partner, as well as his or her parents and children

– guardians of minors who do not travel, or relatives in need of care

• Organizer

Any business/organization/company performing the event services for the eligible person on the basis of a contract shall be considered an organizer.

• Public conveyance

Any public carrier running regular routes on the basis of a schedule and licensed to carry all fare-paying passengers. Cabs and rented cars are not considered public conveyance.

• Breakdown

Any sudden and unexpected failure of a vehicle that is caused by an electric or mechanical malfunction and resulting in the impossibility or legal impermissibility to continue the journey. Broken tires, lack of petrol, keys locked in the vehicle and discharged battery are equated with breakdowns. Loss or damage of vehicle keys and wrong petrol are not considered breakdowns and are not covered under this policy.

• Personal accident

An accident shall be the sudden, unintended impact of abnormal external factors damaging the human body.

• Motor vehicle accident

An accident shall be the damage of a motor vehicle, caused by the sudden and violent impact of external means and resulting in the impossibility or legal impermissibility to continue the journey; in particular incidents involving crash, collision, tipping over, falling down, and being mired, stuck or sunk.

• Serious illness/serious aftereffects of an accident

Illnesses or aftereffects of accidents shall be considered serious if they result in temporary or permanent incapacity for work.

Jurisdiction:

Place of jurisdiction for corporate and private clients are the legally competent courts in Belgrade.