

FUTURE OF FESTIVALS

General terms and conditions of Future Of Festivals GmbH

For use towards participants (participant general terms and conditions)

1. Scope and basis of contract

1.1 The following General Terms and Conditions (hereinafter "Participant General Terms and Conditions") regulate the contractual relationship between Future Of Festivals GmbH (hereinafter: "Organizer"), as the organizer of its own events, and its event participants.

1.2 With the purchase of the admission ticket (hereinafter "ticket"), a contract is concluded between the organizer and the purchaser of the ticket (hereinafter "participant") regarding the visit to one of the organizer's own events.

1.3 The following Participant General Terms and Conditions apply to attendance at the events named in Section 1.2 of these Participant General Terms and Conditions and thus to the legal relationship between the organizer and the ticket purchaser or participant. The participant general terms and conditions are part of the visitor contract, which is concluded between the organizer and the participants through the purchase of tickets.

1.4 The services and obligations of the organizer as well as the event format (analog, hybrid or virtual) can be found in printed and/or electronic form in the respective event announcement. The organizer reserves the right to make changes. Sections 11.3 and 11.4 of these General Terms and Conditions apply.

2. Conclusion of contract, ticket purchase and distribution

2.1 Any Internet pages and other advertising and information from the organizer about events and tickets do not contain an offer to conclude a contract, but rather an invitation to submit an offer by the participant. The organizer will immediately announce any changes to the public.

2.2 The organizer can sell tickets for its events through its own (advance) sales offices or through external, legally independent advance sales offices.

2.3 The sale of tickets via the organizer's own (advance) sales outlets in accordance with Section 2.2 Clause 1 above takes place via the website of the respective event (hereinafter "ticket shop").

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2.4 In addition to the ticket shop, the organizer can also sell tickets at the box office. In this case, the organizer will point this out on the event website. Unless otherwise announced, the box office will be open from the start of admission. However, the organizer reserves the right to waive an evening box office for selected events. This is especially true for sold-out events. The participant is not entitled to any remaining tickets at the box office.

2.5 When the participant books a ticket by requesting a ticket in the ticket shop (according to Section 2.3), he or she is making a binding offer to the organizer to conclude a visitor contract. The basis of the participant's contractual offer is the event announcement from the organizer. If the participant submits their offer via these aforementioned sales channels, the organizer will first check the availability of the desired tickets.

When booking in the ticket shop (according to Section 2.3), the organizer accepts the participant's contractual offer by sending the ticket (usually digitally).

2.6 In order to sell tickets via external (advance) sales points (also in the form of internet ticket booking platforms), the organizer can commission third parties, in particular external advance sales offices, to sell the tickets in the name and for the account of the organizer or in its own name and for the account of the to distribute the organizer and also to act on its behalf with regard to other rights and obligations of the organizer. However, even in these cases, the visitor contract is concluded exclusively between the organizer and the participant.

External ticket offices can also be integrated into the event website. In this case, the organizer will explicitly point this out on the event website and include any general terms and conditions of the advance booking office.

3. Ticket reservations

3.1 There is no general right to reservations.

3.2 A granted ticket reservation is limited to 7 (seven) weekdays. This reservation is considered a new offer from the organizer. The participant's acceptance of the organizer's new offer takes place upon receipt of timely and full payment of the ticket price and other booked services.

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3.3. If the reservation deadline is exceeded, the right to the reserved tickets automatically expires without any further notification being required. An extension of granted reservation periods will generally not be granted. If the reservation period expires without success, the organizer is not obliged to conclude the visitor contract.

3.3 A reservation fee is not charged.

4. Ticket price, fees, discounts and vouchers

4.1 Unless otherwise stated, the published ticket prices are final prices including any fees (e.g. advance booking fee, ticket system fee) and including VAT.

4.2 If tickets are sold via their own ticket shop in accordance with Section 2.3 of these participant terms and conditions, the organizer may charge fees (e.g. advance booking fee). The details will be displayed during the ordering process.

4.3 If tickets are sold via external (advance) sales points in accordance with Section 2.6 of these participant general terms and conditions, the payment modalities are based on the conditions of the respective external (advance) sales point.

4.4 In principle, the organizer does not grant ticket discounts. However, in individual cases it can make discount arrangements. The details are set out on the event website.

4.5 The organizer can sell vouchers (also "gift vouchers") for tickets available in the ticket shop via its ticket shop. The details are set out on the event website.

4.6 The organizer can also send vouchers by email, which can then be redeemed in the ticket shop.

5. Ticket availability, number of tickets

5.1 Tickets will only be sold depending on the availability of free seats. The organizer determines the availability of the tickets.

5.2 Tickets to individual customers will only be sold in normal household quantities of up to 20 pieces, unless otherwise agreed. Large orders for group and company bookings are not possible during ongoing cash register operations, but require at least one working day's advance notice to the organizer.

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6. Payment due date, payment modalities

6.1 Payment of the ticket price and any applicable processing fees is due upon conclusion of the ticket purchase contract.

6.2 If tickets are sold via your own ticket shop in accordance with Section 2.3 of the Participant General Terms and Conditions, the payment modalities as well as receipts and invoicing can be viewed on the event website.

6.3 If tickets are sold via external (advance) sales points in accordance with Section 2.6 of the Participant General Terms and Conditions, the payment modalities are based on the conditions of the respective external (advance) sales point.

7. Scope of tickets

7.1 Tickets are bearer documents. The organizer provides its services exclusively to the participant who is the holder of the ticket.

In the case of personalized tickets, the organizer provides the service to the person named on the ticket.

7.2 Tickets are only valid for the event specified on the ticket and - in the case of numbered row seating - for the seat specified on the ticket. At events with free seating, there is no right to reserve and occupy a specific seat; There is no entitlement to a seat at an event without seats.

7.3 Tickets entitle you to one-time access to the designated event.

7.4 Unless otherwise contractually agreed, tickets are generally transferable to third parties before attending the event in accordance with Section 8 of the Participant General Terms and Conditions.

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8. Sharing Tickets

8.1 In order to avoid disruptions to the event and criminal offenses in connection with attending the event, to enforce stay-at-home orders and to prevent the resale of tickets at excessive prices, it is in the organizer's interest to limit the distribution of tickets. The participant is not allowed to:

- a) to sell tickets at a higher price than the original selling price,
- b) to sell tickets commercially or publicly for advertising or marketing purposes without the express prior written consent of the organizer,
- c) to pass on tickets, for a fee or free of charge, to people who are banned from attending the events by the organizer.
- d) Offer tickets for resale on the organizer's premises.

8.2 The organizer is entitled to terminate the existing legal relationship with the participant extraordinarily and without notice if the participant violates Section 8.1 above. In this case, the organizer will block the ticket and refuse the participant access to the event.

8.3 The organizer is entitled to demand a contractual penalty of EUR 2,500 for each violation from participants who pass on and/or offer tickets in violation of Section 8.1 above, unless the violation is innocent. Any other claims for damages hereby remain unaffected.

8.4 In the case of personalized tickets, it may be possible to transfer the ticket to a participant other than the ticket purchaser. Further information can be found in the respective event announcement or the event website.

9. Ticket returns and exchanges

9.1 The return of purchased tickets and reimbursement of the purchase price is generally excluded. For event series or events with several event days, the organizer can grant the participant the right to exchange the item for a fee, so that the participant can switch from one day of the event to the other.

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9.2 No replacement will be granted for expired tickets. Tickets that are lost to the participant or destroyed beyond recognition will not be replaced or refunded.

10. Technical requirements for participation

The participant is responsible for meeting the technical requirements required for participation in a hybrid or digital event. The technically necessary requirements are comprehensive, clearly understandable and documented in detail in the event announcement or on the event website.

11. Failure/cancellation, relocation and termination of the event

11.1 Failure due to force majeure

If the event is canceled due to force majeure, each contracting party may withdraw from the contract. In this case, the mutual rights and obligations no longer apply. Each contracting party shall bear its own expenses incurred up to that point. According to the highest court rulings, force majeure is an event that comes from outside, has no operational connection and cannot be prevented even with the utmost care that could reasonably be expected.

This clause no longer has any effect in connection with the current COVID-19 pandemic. A force majeure clause can only be effective for events that were unforeseeable and unknowable to the contracting parties when the contract was concluded.

COVID19-related cancellations/relocations are regulated in 11.4 of these participant terms and conditions.

11.2 Cancellation of an analogue event

If an analog event is canceled, the participant is entitled to a refund of the ticket price if the cancellation occurs in the first half of the event and the organizer is responsible for the cancellation. The cancellation must be proven by presenting or sending in the original ticket and this must be reported to the organizer or the advance booking office that sold the ticket within 14 days of the cancellation of the event. The organizer is liable in the event of the event being canceled in accordance with Section 12 of the Participant General Terms and Conditions.

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11.3 Temporal/spatial relocation

The organizer reserves the right to relocate the event spatially and/or time, as well as to change the event format from analogue to hybrid or virtual in the interest of the feasibility of the event.

a) The organizer is entitled to change the time and/or location if official requirements make it impossible to hold the event at the actually planned time or there is another important reason for which the organizer is not responsible (e.g. significant storm damage or construction work). the event location).

b) Rescheduling means that the planned event with the same service content and scope will take place at an earlier or later date.

c) Relocation means moving from the originally planned event location to another, comparable location. Comparable means spatial proximity to the original event location as well as the equipment and general local conditions.

11.4 Consequences of temporal/spatial relocation, Corona-related relocation

If the event is canceled or rescheduled and/or rescheduled, especially if the event cannot take place due to the COVID-19 pandemic, the ticket price will generally be refunded upon presentation of the ticket, less the processing fee in the amount of 5€.

However, if the time or location of the event is relocated, tickets can only be returned if the new venue or new event date is unreasonable for the participant, taking their interests into account.

A spatial relocation does not entitle the participant to withdraw from the contract and to refund the ticket price, provided that the organizer is not responsible for the spatial relocation, in particular if the spatial relocation is for reasons of infection protection, general safety for life and limb and/or a official order must be made.

If an event is relocated to a new venue and/or to a different starting time and/or to an alternative date, the ticket is also valid for the new venue, the new start of the event and/or the new event date. The organizer has the right to issue vouchers without charging a processing fee.

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11.5 Failure of virtual parts of the event

If virtual parts of the event or the entire virtual event are canceled due to technical disruptions for which the organizer is responsible, a partial refund of 50% will be made if the content of the event cannot subsequently be made available to the participant on demand.

11.6 Cancellation of virtual events

In the event of a (partial) cancellation of virtual events, the organizer is entitled to make ad hoc offers to the participant to deal with the partial cancellation of the event, such as rescheduling the event or making it available later on demand.

12. Liability

12.1 Unless otherwise stated in these participant terms and conditions and the following provisions, the contracting parties are liable for a breach of contractual and non-contractual obligations in accordance with the relevant legal regulations.

12.2 The organizer is only liable for damages, regardless of the legal basis, in the event of intent or gross negligence on the part of the organizer, its legal representatives and vicarious agents. The organizer is only liable for simple negligence on the part of the organizer, its legal representatives and vicarious agents

a) for damages resulting from injury to life, body or health, as well

b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); In this case, the organizer's liability is limited to compensation for foreseeable, typically occurring damage.

12.3 The limitations of liability resulting from Section 12.2 above do not apply if the organizer or its representatives fraudulently concealed a defect or provided a guarantee for the quality of the work. The same applies to the participant's claims under the Product Liability Act.

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12.4 Due to a breach of duty that does not consist of a defect, the participant can only withdraw or terminate if the organizer is responsible for the breach of duty. The participant's free right to terminate the visitor contract is excluded. Otherwise, the legal requirements and legal consequences apply.

13. Image captures

13.1 By purchasing a ticket for the event organized by the organizer, the participant agrees that the photos taken during the event by press representatives or the organizer or third parties commissioned by them as well as other optical and acoustic recordings for analogue and digital media and Advertising measures (particularly via the Internet) of the organizer as well as press reporting can be used. The participant's acceptance refers to incidental or incidental recordings of the participant during the event recording. There is no obligation to pay remuneration.

13.2 When taking photos and other optical and acoustic recordings in accordance with Section 13.1 Sentence 1 above, the recording activity must not hinder or otherwise impair the participant.

13.3 As part of hybrid and digital events, images of participants can be taken and made available to a wide audience via streaming (live and on demand). The participant can consent to this measure when purchasing their ticket via their own or the respective external (advance) sales point. The participant can find further regulations in this regard in the data information declaration for participants, which they can view when purchasing the ticket.

13.4 The above provisions apply to the respective ticket holder. If the ticket purchaser and the participant differ, for example due to a permissible rewriting of the ticket in accordance with Section 8.4, the consent given also applies to the actual participant. By registering, the actual participant agrees to the processing of his or her personal data in accordance with Section 13.3 and the data notice for participants. The organizer can also obtain the consent of the new participant separately as part of the transfer.

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14. Prohibition of photo, sound and film recordings

The participant is not permitted to bring professional photography equipment or corresponding equipment that suggests commercial use to the event. Photo, sound and film recordings made at the event location may only be used for private purposes. It is prohibited to enable third parties to make such recordings or to transmit, distribute or make them publicly accessible in whole or in part via telemedia such as the Internet or telecommunications services such as mobile networks or to enable third parties to do these activities. Commercial use of the photos is prohibited.

15. House rules and house rules

15.1 Domestic rights on the event site are the responsibility of the operator and the organizer, who use their legal representatives and vicarious agents, in particular security personnel, to exercise this.

15.2 The safety, order and behavior rules for attending the event are set out in the house rules for visitors. It is also clearly displayed in the event room.

16. Contact of the organizer

Future Of Festivals GmbH

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17. Data protection

17.1 The personal data provided by the participant to purchase the ticket will be collected, stored and processed by the organizer exclusively for the purposes arising from the contract in compliance with the relevant legal provisions of the Federal Data Protection and Telemedia Act and the European General Data Protection Regulation.

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The data declaration applies to participants, who can view it when purchasing the ticket.

Participants' personal data will not be passed on to third parties. The only exception to this is the transfer to third parties involved in ticket sales and contract implementation in accordance with Section 2.6 of the Participant General Terms and Conditions within the scope of contract processing. The data will be transmitted to third parties involved in ticket sales and contract execution for whom a corresponding agreement has been concluded in accordance with the provisions of the Federal Data Protection Act and the scope of the transmission is limited to the minimum necessary for contract processing.

17.2 The organizer uses technical and organizational security measures to protect personal data generated or collected, in particular against accidental or intentional manipulation, loss, destruction or against attacks by unauthorized persons. The organizer's security measures are based on technological possibilities and are continuously improved in line with technological developments.

18. Out-of-court dispute resolution

For the out-of-court settlement of consumer disputes, the European Commission has set up an online platform ("OS platform") that consumers can contact. The platform is available at <http://ec.europa.eu/consumers/odr>. The organizer is not willing or obliged to take part in a consumer arbitration board.

19. Final provisions

19.1 The contractual relationship is subject to the law of the Federal Republic of Germany. The place of fulfillment for all claims arising from the contract is Berlin. Unless another mandatory place of jurisdiction is established by law, Berlin is agreed as the place of jurisdiction.

19.2 If individual clauses of these General Terms and Conditions are or become ineffective, they will be replaced by the legal regulation from which they deviate.

As of: June 2023