

## **1. General**

1.1 The online ticketing platform "myticket.de" ("myticket") operated by mytic myticket AG ("myticket AG") does not organize events, but acts as an authorized agent for the sale of tickets for events in the name and for the account of the respective organizer. By purchasing the ticket, contractual relationships with regard to the event attendance are established exclusively between the ticket holder (customer) and the respective organizer of the event. By ordering tickets, the customer commissions myticket AG to process the ticket purchase, including shipping. The event organizer alone is responsible for carrying out the event.

1.2 The following General Terms and Conditions apply to all business relationships between myticket AG and the customer. The version valid at the time of conclusion of the contract shall apply.

1.3 Consumers within the meaning of these Terms and Conditions means any natural persons who is acting for purposes which are outside his or her trade, business, craft, or profession (Art. 3 (c) DSA). A trader within the meaning of this terms means a natural or legal person or a partnership with legal personality who or which, when concluding a legal transaction, acts in exercise of their trade, business or profession. (Section 14 BGB; Art 2 (2) Directive 2011/83/EU). Customers within the meaning of these terms and conditions are both consumers and traders.

1.4 The validity of these General Terms and Conditions is expressly agreed. Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract, even if myticket AG is aware of them, unless their validity is expressly agreed to in writing.

1.5 myticket AG reserves the right to temporarily block a customer account if it suspects that this account is being misused for illegal purposes or breaches of contract or is being used by unauthorized third parties.

## **2. Conclusion of contract and payment modalities**

2.1 The offers on myticket are subject to change and non-binding. We reserve the right to make technical and other changes within reasonable limits.

2.2 By placing an order, the customer submits a binding contractual offer. myticket AG confirms receipt of the order immediately by e-mail. This confirmation of receipt does not yet constitute a binding acceptance of the order, but can be combined with the declaration of acceptance.

2.3 myticket AG is entitled to refuse to accept the order after checking the customer's creditworthiness or in the event of violations of specific conditions to which reference was made during the advance booking process or in these General Terms and Conditions. myticket AG is entitled to limit the order to a certain number of tickets per event and customer.

2.4 The customer's contractual offer shall only be accepted if the respective tickets are actually available. If the desired number of tickets is not or only partially available, the customer will be informed immediately after receipt of the order. The customer can then declare that he wishes to maintain the order for the available number of tickets. Acceptance of the order by myticket AG will then only be declared with regard to this number of tickets.

2.5 The text of the contract is saved and sent to the customer by e-mail after the contract is concluded.

2.6 Payment is generally possible via the following payment methods:

- Credit card (Visa, Mastercard, American Express, Diners, Discover, JCB)
- Google Pay

- Apple Pay
- PayPal
- Instant bank transfer via Klarna
- Direct debit via Klarna
- Purchase on account via Klarna
- Installment purchase via Klarna
- Online-banking via Tink
- Prepayment

2.7 The statutory value added tax is included in the price quoted. The total price of the order including all fees is due immediately after conclusion of the contract. In the case of the payment method "bank transfer" (advance payment), the total price must be transferred in full to the specified account within five business days.

2.8 Service and optional shipping costs are charged with every order. The amount of these fees is displayed transparently to the customer in the shopping cart before the order is completed. There are no further costs.

2.9 myticket AG works with the following external payment service providers who are responsible for processing payment transactions as processors:

- Adyen N.V., Simon Carmiggeltstraat 6, 1011 DJ, Amsterdam, Netherlands
- PayPal: PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg

2.10 When using the payment methods invoice and direct debit via Klarna, a credit check may be carried out. You can find more information on this and on Klarna's data protection provisions on the payment service provider's website.

2.11 If myticket MOBILE Wallet is selected for shipping, the tickets will be made available directly in the myticket MOBILE Wallet. Further information on the myticket Mobile Wallet can be found [here](#).

### **3. Reservation of title**

3.1 In the case of consumers, myticket AG retains ownership of the goods until the purchase price has been paid in full. In the case of traders, myticket AG retains ownership of the goods until all claims arising from the current business relationship have been settled in full.

3.2 The customer is obliged to inform myticket AG immediately of any access by third parties to the goods, for example in the event of seizure, as well as of any damage to or destruction of the goods. The customer must notify myticket AG immediately of any change of ownership of the goods and of any change of residence.

### **4. Right of withdrawal**

#### **4.1 Exceptions to the right of withdrawal**

Contracts for tickets for events are excluded from the right of withdrawal. According to Section 312g (2) No. 9 BGB, there is no right of withdrawal for contracts for the provision of services in connection with leisure activities if the contract provides for a specific date or period for the provision of services. This applies in particular to tickets for concerts, festivals, sporting events, theater and other scheduled events.

#### 4.2 Right of withdrawal for other goods and services

For other goods and services that do not fall under the exceptions of Section 312g (2) BGB, the consumer has a statutory right of withdrawal.

##### Cancellation policy for goods

###### ***Right of withdrawal***

***You have the right to withdraw from this contract within fourteen days without giving any reason.***

***The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods.***

***In the case of a contract for several goods which you have ordered as part of a single order and which are delivered separately, the withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the last goods.***

***To exercise the right to cancel, you must inform us (myticket AG, Johannisbollwerk 20, 20459 Hamburg, contact form: [www.myticket.de/en/service/](http://www.myticket.de/en/service/) ) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.***

***To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.***

###### ***Consequences 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. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.***

***We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.***

***You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the withdrawal of this contract. The deadline is met if you send the goods before the period of fourteen days has expired.***

***You bear the direct costs of returning the goods.***

***You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.***

##### Cancellation policy for services

###### ***Right of withdrawal***

***You have the right to withdraw from this contract within fourteen days without giving any reason.***

***The withdrawal period is fourteen days from the date of conclusion of the contract.***

**To exercise the right to cancel, you must inform us (mytic myticket AG, Johannissbollwerk 20, 20459 Hamburg, contact form: [www.myticket.de/en/service/](http://www.myticket.de/en/service/)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.**

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**If you have requested that the services should commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.**

#### **Premature expiry of the right of withdrawal**

**Your right of withdrawal expires prematurely in the case of a service contract if the service has been provided in full and performance of the service has only begun after you have given your express consent and you have expressly agreed that we may begin performance of the contract before expiry of the withdrawal period, and you have confirmed your knowledge that you lose your right of withdrawal by giving your consent at the start of performance of the contract.**

#### **Sample withdrawal form**

**(If you wish to withdraw from the contract, please fill out this form and send it back to us).**

**To myticket AG, Johannissbollwerk 20, 20459 Hamburg, contact form:**  
**[www.myticket.de/en/service/](http://www.myticket.de/en/service/)**

**I/we () hereby withdraw the contract concluded by me/us () for the purchase of the following goods () / the provision of the following service ()**

**Ordered on ()/received on ()**

**Name of the consumer(s)**

**Address of the consumer(s)**

**Signature of the consumer(s) (only for notification on paper)**

**Date**

## **5. Digital access permission**

5.1 myticket AG offers the option of purchasing digital tickets for selected events. In order to use digital tickets, a compatible mobile device with the corresponding wallet app is required.

5.2 When customers opt for the digital wallet, their event tickets are delivered electronically. These digital tickets fully replace any physical voucher and serve as valid proof of entitlement upon admission. The digital ticket is stored in the customer account after the purchase and requires the download of the Wallet app. The digital ticket is then automatically transferred to the customer's mobile device, which can take up to 48 hours. Each ticket must be personalized to the person using the ticket.

5.3 The mobile device must be carried when entering the event and presented at request of the admission staff so that the tickets can be validated by scanning. Depending on the event, the barcodes/QR codes may only be generated shortly before the event. An identity check may be requested upon entry.

5.4 Digital tickets are only available for selected events offered via myticket AG.

5.5 Registration is required to use the digital wallet. The e-mail address used for the ticket purchase must be provided for this purpose. Customers undertake to keep their access data safe and not to make it accessible to third parties.

## **6. Limitations of liability**

6.1 In the event of slightly negligent breaches of duty, the liability of myticket AG is limited to the foreseeable, contractually typical, direct average damage. This also applies to slightly negligent breaches of duty by the legal representatives or vicarious agents of myticket AG.

6.2 The limitation of liability does not apply to claims of the customer arising from product liability. Furthermore, the limitations of liability do not apply in the event of physical injury or damage to health attributable to myticket AG or in the event of loss of life of the customer.

6.3 myticket AG is liable without limitation for damages caused by intent or gross negligence, as well as for fraudulent concealment of defects.

6.4 In the event of a breach of material contractual obligations (so-called cardinal obligations), myticket AG shall also be liable for slight negligence. Cardinal obligations are those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely.

6.5 Insofar as myticket AG provides access to other websites via links, it is not responsible for the third-party content contained therein. myticket AG does not adopt the third-party content as its own. If myticket AG becomes aware of illegal content on external websites, it will immediately block access to these websites.

6.6 The customer indemnifies myticket AG against all disadvantages that it may suffer from third parties due to culpable damaging actions by the customer. This indemnification only applies to such disadvantages for which the customer is responsible.

## **7. Data protection**

The customer is informed about the collection, processing and use of the personal data required for the execution of orders in the [data protection declaration](#).

## **8. Dispute resolution**

myticket AG is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

## **9. Final provisions**

9.1 The law of the Federal Republic of Germany shall apply. In the case of consumers who do not conclude the contract for professional or commercial purposes, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

9.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of myticket AG. The same applies if the customer does not have a general place of jurisdiction in Germany or if his place of residence or habitual abode is unknown at the time the action is filed.

9.3 Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a valid provision whose economic effect comes as close as possible to that of the invalid provision. However, if this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

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