

EVENT TERMS AND CONDITIONS

Energy Schweiz AG | Edition: June 2016



A. General Provisions.

1. Energy Schweiz.

- 1.1 Energy Schweiz AG (hereafter «**Energy Schweiz**») belongs to the Energy Schweiz Gruppe, which consists of Energy Schweiz Holding AG, its subsidiaries Energy Schweiz AG and Energy Media AG, and the radio stations Energy Zürich, Energy Bern and Energy Basel associated therewith (hereafter referred to as «**Energy Stations**»).
- 1.2 Energy Schweiz conducts, markets, promotes, and/or organizes its own activities, performances, projects, Web sites, events, and/or those of third parties, such undertakings being of an intermedia nature and utilizing all media channels, especially radio, online, mobile, print, and TV. In particular, Energy Schweiz also holds events (hereafter «**Event**»).

2. Scope.

- 2.1 To the extent not otherwise agreed to in writing, these Energy Events Terms and Conditions («**Energy Events Terms and Conditions**») apply, supplemented by the «**Energy Contest Terms and Conditions**», as well as the «**Energy AGB**». The current versions of all these contractual conditions are published on www.energy.ch/agb.
- 2.2 The user, by using the Web site energy.ch in regard to purchasing or winning tickets for an Energy Schweiz event, by actually acquiring tickets and/or by attending an event indicates acceptance of these Event Terms and Conditions.
- 2.3 In the case of conflicts between the Energy Event Terms and Conditions/Contest Terms and Conditions (hereafter referred to as «**Special Conditions**») on the one hand, and the Energy AGB on the other hand, it is these Special Conditions that take precedence.

B. Ticket Terms and Conditions.

3. Contract Regarding Event Attendance.

- 3.1 Energy Schweiz organizes both free events and also those requiring payments.
- 3.2 The user purchases tickets for events from Energy Schweiz AG through the Web site www.energy.ch or through admission (receipt) to the specific event or wins the tickets through one of the organized contests of Energy Schweiz.
- 3.3 By purchasing and/or winning tickets the user enters into a contract with Energy Schweiz regarding the performance designated on the ticket.
- 3.4 The contract first comes into existence (i) if Energy Schweiz gives and/or sends the ticket to user, or (ii) if the user has printed out the ticket by logging on to www.energy.ch according to the guidelines of Energy Schweiz within the time period that Energy Schweiz gives notice of by SMS or email, or (iii) if Energy Schweiz, in a particular case, grants the user admission to the event without a ticket. If Energy Schweiz offers so-called «mobile tickets», then the contract comes into existence once user has finished downloading to the mobile according to the guidelines of Energy Schweiz.

4. Event Attendance.

- 4.1 The user is given the right to one-time admission (single-use tickets) and attendance of the event in accordance with the printed ticket.
- 4.2 The right of admission and attendance is subject to the condition that the user/person attending the event fulfills the admission and/or age requirements and/or other admission requirements for the event. If further requirements exist, these are to be found in the description of the event on www.energy.ch or are noted on the ticket.

- 4.3 Numbered seating is assigned upon admission to the event. There is no claim to seating that has been assigned in advance. For seating preferences (sitting together) it is mandatory that multiple ticket holders be admitted to the event at the same time.

5. The Winning of Tickets.

- 5.1 Users may obtain up to a maximum of 2 tickets to an Energy Schweiz event through Energy Schweiz contests.
- 5.2 Free tickets are personal and may not be transferred to third parties in any fashion. In particular, they may neither be sold nor given as gifts. The claim to tickets that have been won or any possible substitute therefor can also not be assigned.
- 5.3 Energy Schweiz informs users that tickets have been won by SMS and/or email. The user is to print out the ticket on A4 paper (so-called Print@home mode) by logging in to www.energy.ch according to the guidelines of Energy Schweiz within the reservation time period he is given notice of or (if Energy Schweiz offers mobile tickets) by loading the ticket on to his mobile.
- 5.4 Tickets that have been won lapse without compensation when not used during the course of the reservation period that user has been informed of and are raffled off again by Energy Schweiz.
- 5.5 Tickets that have been printed out may not be copied in any way or printed out more than once.
- 5.6 User does not have a claim under any circumstances that entitles him to request cash payments for tickets won.
- 5.7 In addition, the «**Energy Contest Terms and Conditions**» apply.

6. Purchase of Tickets.

- 6.1 Depending on availability, each user can purchase up to 10 tickets for himself, friends and/or acquaintances.
- 6.2 The designated prices for tickets on the Web site energy.ch include VAT.
- 6.3 The return or exchange of purchased tickets is not permitted. Energy Schweiz bears no responsibility for errors in ordering on the part of user or errors in transmission.
- 6.4 Payment is to be made exclusively by credit card (MasterCard, Visa or Diners). Payment by sending cash or checks is not permitted.
- 6.5 After successful payment by credit card the tickets are either sent to the email address employed by user while ordering or provided to user by logging on to www.energy.ch to print them out. The tickets must be printed out by user on A4 paper and brought along (so-called Print@home mode). Printed tickets may never be copied or printed out more than once.
- 6.6 If the tickets ordered by user do not correspond to those electronically sent/printed out through logging in, then user is obligated to contact Energy Schweiz within 3 work days. Otherwise the tickets sent are regarded as approved by the ticket buyer. Energy Schweiz bears no liability for errors in ordering on the part of user or transmission errors.
- 6.7 The user is aware and acknowledges that all services retrieved through his online account are imputed to him as account holder regardless of whether the service is retrieved by him or another person. The user is to take all necessary security precautions in order to keep his password secret and prevent use through unauthorized third parties or misuse. The user is to promptly inform Energy Schweiz if he knows or suspects that his password has been accessed by unauthorized third parties and/or has been made subject to misuse, so that Energy Schweiz can block user's online account.

7. Validity of Tickets.

- 7.1 Tickets are only valid if obtained/printed directly through www.energy.ch within the reservation time period provided to user or if they are obtained at the event. It is prohibited to copy, alter, or counterfeit the tickets. The tickets are not transferable and must be protected from moisture, dirt, damage, as well as mechanical or optical interference. The bar code on the ticket must be machine-readable and authorized for admission.
- 7.2 The tickets printed out by user will be electronically examined at the time of entry to the event. The right to examine the authorization of the person producing the ticket is reserved.
- 7.3 Energy Schweiz reserves the right, in addition to checking the ticket electronically, to conduct an ID check (obligation to prove one's identity) and/or to film the party entering the event in order to be able to prosecute misuse. Such photos will be erased within one work day after the concert.
- 7.4 If the bar code on the ticket cannot be read on the electronic admission system, and the bar code is not decipherable, then there is no right to enter the event. If someone seeking to attend the event is turned away for this reason, this does not give rise to any claim to compensation. The first ticket holder is admitted to the event; thereafter, entry on the basis of that ticket is barred.
- 7.5 If the ticket is not collected at the time of admission, then it is to be kept until the end of the event and produced upon request.
- 7.6 If the tickets are lost or damaged before the beginning of the event, then user can print out the ticket again, whereby the user is aware of the rule under No. 7.7. The damaged ticket must be promptly destroyed. Energy Schweiz is entitled but not required to block a lost or damaged ticket. The user is aware that the blocking of lost and damaged tickets is not always technically possible. Upon short notice of loss or damage directly before events Energy Schweiz can, if need be, refuse to provide the necessary cooperation in order to once again issue the ticket out of time considerations.
- 7.7 Energy Schweiz and/or the admissions personnel can refuse entry to the event if several printouts, reproductions, copies, or counterfeits of a ticket are in circulation and a holder of a printout, reproduction, copy, or counterfeit of the ticket has already been granted admission to the event earlier. If a holder of a ticket is turned away for this reason by admission control, this does not give rise to a claim for reimbursement of the fee.
- 7.8 All misuse of tickets is prohibited and will be reported by Energy to the police. In particular, all dealings with purchased and won tickets and/or the resale of purchased tickets to persons outside of the circle of friends and/or acquaintances is prohibited.

C. Event Terms and Conditions.

8. Security Precautions Before and During the Event

- 8.1 Those attending events are obligated to respect and/or to observe the security regulations of Energy Schweiz, the on-site security personnel or other auxiliary personnel representing Energy Schweiz.
- 8.2 Energy Schweiz, security personnel, or other auxiliary personnel, are entitled to deny entrance to the event to those seeking admission without compensation or to exclude those attending during the event itself, if the person attending the event does not comply with the requirements for doing so, especially if the age requirements for the event are not met or if those attending the event do not comply with the security and/or code of behavior of the event organizer despite being requested to do so by the organizer or its auxiliary personnel.
- 8.3 It is prohibited for those attending the event to make any recordings and/or to take photographs while taking part in the event unless

Energy Schweiz has given prior consent to do so. Those attending the event that violates these rules will be promptly expelled from the event.

- 8.4 Those attending the event do so at their own risk. To the extent permissible by statute, Energy Schweiz excludes any liability for all damages that the user/person attending the event, suffers before, during, or after attending the event.

9. Postponement or Cancellation of the Event and/or Change of the Event Location.

- 9.1 Energy reserves the right to cancel or postpone any event without providing reasons therefor.
- 9.2 If an event or its location is *postponed or changed*, then the ticket remains valid regardless of the reasons therefor for the new date of event or its new location. In any case, the return or exchange of tickets is not permitted.
- 9.3 However, if an event is *completely cancelled*, the user has no claim for a substitute event on the same or a different date. The exchange of tickets for the cancelled event or tickets to another Energy event is not permitted.
- 9.4 If an event is cancelled, Energy Schweiz will reimburse the price of the tickets, including any processing fees. The reimbursement of the fee takes place automatically by means of a credit to the credit card that was used by the ticket purchaser when placing the order. In this case tickets received without charge simply expire.
- 9.5 Unless Energy Schweiz expressly states otherwise before the start of the event, open-air events will take place regardless of weather conditions. Poor weather conditions do not create a right to return or exchange tickets.
- 9.6 Any liability on the part of Energy Schweiz for damages suffered by users due to the cancellation of an event is excluded.

10. Exclusion of Liability.

10.1 Energy Schweiz expressly excludes, to the extent permissible by statute, any liability for property damage, personal injury, or other economic loss in connection with the organization or the carrying out of the event.

11. Data Protection/Photos.

- 11.1 In order to smoothly carry out the marketing of tickets, Energy Schweiz requires basic information such as name, address, telephone number, mobile phone number, and email address of the user («customer data»). Energy Schweiz processes customer data in compliance with the applicable legal provisions for protection of personal data and for data security. To the extent that is required or useful, Energy Schweiz processes, uses, and stores customer data, if and to the extent this is necessary to render its services and especially for carrying out the marketing of tickets, for protection of technical operational reliability, for the provision and maintenance of the Web site, and for billing and collection.
- 11.2 Moreover, the «**Energy Data Protection Terms and Conditions**» apply.
- 11.3 At Energy Schweiz events it is possible that those taking part will be filmed or photographed. By attending an Energy Schweiz event the person attending expressly declares his agreement to being filmed or photographed and understands that such films/photos may be broadcasted on TV, on the Internet, or in other media.

D. Concluding Provisions.

12. Should individual provisions of these «Event Terms and Conditions» be or become invalid, the validity of the remaining provisions remain unaffected. The contracting parties are obligated to replace the invalid rule with a valid one with a content that best reflects the intent and purpose of the parties in the invalid provision. The same applies to gaps.

13. **Jurisdiction for all controversies arising out of these «Event Terms and Conditions» as well as all transactions with Energy Schweiz and/or Energy Stations is the headquarters of Energy Schweiz AG.** Compulsory courts of jurisdiction remain reserved.

14. Swiss law applies exclusively to the exclusion of provisions of international private law. In particular, the United Nations Convention on the International Sale of Goods of April 11, 1980 (SR 0.221.211.1) is also excluded.