

DAIMANI AG

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

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1. APPLICATION AND ACCEPTANCE OF TERMS AND CONDITIONS

These Terms and Conditions govern and apply to (i) all our services directly or indirectly (through us or our Event Partners and Sellers) made available online, through any mobile device, by e-mail or by telephone; (ii) the use of our WebApp and accessing the Marketplace established and operated by DAIMANI; and (iii) the services provided by DAIMANI to Event Partners and Sellers intending to advertise, market, sell and/or promote (as applicable) their products and service on the Marketplace.

By accessing, browsing, using or visiting the WebApp, by accessing the Marketplace and/or by submitting an Order on the Marketplace, You agree to have read, understood and accepted to be irrevocably and unconditionally bound by, and undertake to follow and comply with, these Terms and Conditions and all applicable laws and regulations governing the WebApp and the Marketplace.

DAIMANI reserves the right to change, specify, enhance and/or modify these Terms and Conditions at any time and at its sole discretion. Any such updated version of these Terms and Conditions will become legally effective immediately upon posting of the changed, specified, enhanced and/or modified version of these Terms and Conditions on the WebApp without personal notification to the User being necessary. Each User agrees to accept and comply with any updated version of these Terms and Conditions. To that end, the Users undertake to periodically check for updates to the Terms and Conditions.

2. INTRODUCTION

Welcome to the Marketplace established by DAIMANI!

We operate this online Marketplace where we provide our Event Partners and Sellers the opportunity to promote, market and sell their Hospitality Packages, Tour Operator Services and Ancillary Services and invite Registered Users and Guest Users to place, via this Marketplace, their offer to purchase the Hospitality Packages, Tour Operator Services and Ancillary Services of their liking.

By advertising, marketing, selling and/or promoting their Hospitality Packages, Tour Operator Services and Ancillary Services via this Marketplace, Event Partners and Sellers (as applicable) represent that all information that disclosed by them on this Marketplace is accurate, complete and correct. Event Partners and Sellers acknowledge that DAIMANI, providing intermediary services only, is not responsible, and does not assume any liability, for any information regarding their products and services that is displayed on this Marketplace and does not verify the accuracy, completeness and/or correctness of such information.

By purchasing Hospitality Packages, Tour Operator Services and/or Ancillary Services via this Marketplace pursuant to the processes defined in these Terms and Conditions, Registered Users and Guest Users enter into a direct, legally binding, contractual relationship with an Event Partner or Seller (as applicable). DAIMANI acts solely as an intermediary between You and the Event Partners

or Sellers (as applicable). We provide the necessary information in respect to the Hospitality Packages, Tour Operator Services and/or Ancillary Services of Your interest, transmit the details of Your Offer to the relevant Event Partner or Seller and send You a confirmation e-mail for, and on behalf of, the relevant Event Partner or Seller in case of their acceptance. Except as explicitly identified otherwise on the relevant Event Page, DAIMANI itself does not (re)sell, offer or provide any product or service. In no case, DAIMANI itself acts as Organiser of Events, as Tour Operator or as Ancillary Service Provider.

When rendering our intermediary services, all information that we disclose on this Marketplace is based on information provided to us by the relevant Event Partner or Seller. As such, the Event Partners and Seller are fully responsible for all information that is displayed on this Marketplace. Although we will use reasonable skill and care in performing our intermediary services, we will not verify if, and cannot guarantee that, all such information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Marketplace or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Event Partner and Seller remains solely responsible at all times for the accuracy, completeness and correctness of the descriptive information, including the rates/fees/prices, policies & conditions and availability, that is displayed on our Marketplace. Save as explicitly set out otherwise on the relevant Event Page, our Marketplace does not constitute and should not be regarded as a recommendation or endorsement of DAIMANI with respect to the quality, service level, qualification or rating of the Hospitality Packages, Tour Operator Services and/or Ancillary Services made available by any Event Partner or Seller on this Marketplace.

3. DEFINITIONS AND INTERPRETATIONS

3.1. In these Terms and Conditions, the following words shall have the following meanings and are defined as follows:

“Accepted Card” means a credit or debit card accepted by the Event Partner or Seller for the payment of the Price.

“Ancillary Service Provider” means a legal entity, other than DAIMANI or a DAIMANI Affiliate, that is identified on the relevant Event Page as party providing Ancillary Services which are sold directly by the Ancillary Service Provider as Seller or through a third-party Seller contracted to the Ancillary Service Provider.

“Ancillary Services” means any goods and/or services, other than Tour Operator Services, in connection with an Event that are provided by an Ancillary Service Provider and advertised, marketed, sold and/or promoted via the Marketplace to Registered Users and Guest Users. Ancillary Services may include travel/event insurance services, items of merchandise and further goods and services relating to an Event or Event Series.

“Applicable Exchange Rate” means the exchange rate applied by DAIMANI for the conversion of funds from the Invoicing Currency to the Selected Payment Currency.

“Application Process” means the online application process established on the Marketplace or further application process as determined by DAIMANI, a DAIMANI Affiliate, an Event Partner or Seller under which a Registered User or Guest User, directly or through a Hospitality Sales Agent referring the Customer to DAIMANI or a DAIMANI Affiliate, applies for the purchase of Hospitality Packages or Event Services.

“Bad Weather Impact” means the suspension, cancellation or postponement to another calendar day of an outdoor Event or a Session, due to unfavourable meteorological conditions which prevent the practice of the outdoor Event on the scheduled Event day but do not cause the closure of the Venue or the Hospitality Facility to the public.

“Confirmation of Purchase” means the written confirmation issued by the Event Partner, the Seller or by DAIMANI or a DAIMANI Affiliate on behalf of the Event Partner or Seller, communicating the Event Partner’s or Seller’s acceptance of the Order submitted by the Registered User or Guest User.

“Customer” means any natural person or legal entity, being a Registered User or a Guest User, who places an Order to purchase, or purchases, a Hospitality Package from an Event Partner or Event Services from a Seller.

“DAIMANI / we / our / us” means DAIMANI AG with business seat at Bleicherweg 10 in 8002 Zurich, Switzerland.

“DAIMANI Affiliate” means a legal entity, other than DAIMANI, that is (i) a member of the DAIMANI group of companies; or (ii) completely, or partially, owned or controlled by, controlling or under common control with, DAIMANI, including a special purpose entity established for a dedicated Event, and which may be identified on the relevant Event Page as legal entity acting as Event Partner in a Resale Transaction or on the Event Partner’s behalf in a Referral Transaction.

“Digital DAIMANI Ticket” means an electronic Ticket that may be issued by an Event Partner, DAIMANI, a DAIMANI Affiliate or an Organiser, granting the Customer and its Guests direct access to Hospitality Services or which may be exchanged at a check-in point of a Venue for a Ticket and/or Hospitality Access Pass granting the Customer and its Guest access to the Hospitality Facility and the Hospitality Services. It remains at the discretion of the Event Partner, DAIMANI, a DAIMANI Affiliate or an Organiser to issue a Digital DAIMANI Ticket.

“Deferred Payment” means the payment by a Customer of the Price after the Order has been placed.

“Event” means an entertainment, sports, theatrical, music or other event, or separable part thereof, such as a Session, as specified on the relevant Event Page, in respect of which an Event Partner has the right to sell Hospitality Packages or a Seller wishes to sell Event Services. An Event may be embedded in a competition or series of multiple events. Multiple Events may be packaged or combined in an Event Series.

“Event Authority” means any individual, private entity or governmental authority, including the Organiser and the Venue Operator, responsible for safety and security in connection with the hosting of an Event and/or the operation of a Venue, including the employees, volunteers, agents, representatives, officers and directors of such entities.

“Event Page” means a subpage of the Marketplace dedicated to the advertising, marketing, sale and/or promotion by an Event Partner or Seller of Hospitality Packages and/or Event Services for a specific Event, Session or Event Series.

“Event Partner” means the legal entity identified on the relevant Event Page as the legal entity selling, in its own name and own behalf, a Hospitality Package and becoming party of the Sales Agreement. Event Partner may include DAIMANI, a DAIMANI Affiliate, the Organiser or Venue Operator.

“Event Series” means a package or combination of multiple Events which may be embedded in a competition or series of Events, such as multiple individual matches of the same competition, multiple concerts or cultural acts, held or organised separately and accessible by use of multiple Tickets or Ticket strips, as defined in the sole discretion by the Event Partner or Organiser in its Event Terms and as described on the relevant Event Page.

“Event Services” means collectively Tour Operator Services and all Ancillary Services sold by a Seller via the Marketplace.

“Event Terms” means collectively all terms and conditions, regulations, directives and/or decisions, as amended from time to time, of the Event Partner, the Organiser, the Venue Operator or any other Event Authority which are applicable with respect to an Event or are binding and enforceable against Ticket Holders, Hospitality Access Pass Holders and further individuals attending the Event. Event Terms may include Hospitality Sales Regulations, Ticket Terms and/or Venue Rules.

“Event Partner Agreement” means the agreement between DAIMANI and the Event Partner governing their contractual relationship.

“Gift Card” means a voucher issued by DAIMANI which can be used by its holder to pay for a Hospitality Package or Event Services in a certain amount.

“Gift Cards Currency” means the currency in which a Gift Card is issued by DAIMANI.

“Guest” means any individual invited by the Customer and to whom the Customer provides a Hospitality Package or Event Services.

“Guest User” means any User, not being a Registered User Account who applies for the purchase of, or purchases, Hospitality Packages or Event Services via a Guest Checkout.

“Guest Checkout” means the application for purchase, or purchase, of Hospitality Packages or Event Services by a Guest User.

“Hospitality Access Pass” means the pass, invitation, badge, wristband, other physical device or electronic individual medium issued by an Event Partner or Organiser which grants its holder access to the Hospitality Facility.

“Hospitality Access Pass Holder” means any individual who purchases, holds or uses a Hospitality Access Pass.

“Hospitality Facility” means any type location at, or nearby, the Venue as determined by the Organiser for the provision of certain Hospitality Services comprised in a Hospitality Package, including Skyboxes, collective compartments or other hospitality facilities, and to which access is granted to holders of a Hospitality Access Pass.

“Hospitality Package” means a hospitality package that is advertised, marketed, sold and/or promoted by an Event Partner via the Marketplace and is created by an Organiser or Event Partner, comprising (i) either a Ticket and the provision of certain additional Hospitality Services at a Hospitality Facility in connection with an Event or a Session; (ii) or certain Hospitality Services in connection with an Event or a Session on a standalone basis. In case of an Event Series, a Hospitality Package may be part of a special product containing Hospitality Packages to a package or combination of multiple Events.

“Hospitality Sales Agent” means any third-party appointed by DAIMANI or a DAIMANI Affiliate to provide certain services in connection with the sale of Hospitality Packages and Ancillary Services in certain territories.

“Hospitality Sales Regulations” means the standard terms and conditions for the sale and use of Hospitality Packages issued by an Event Partner as amended from time to time.

“Hospitality Services” means any services, products and/or further benefits being provided as part of a Hospitality Package, including catering, reception, hostesses, entertainment services or in respect of the Event.

“Instant Payment” means the securely processed payment by a Customer of the Price through our payment service provider at the time when the Order is placed.

“Invoicing Currency” means the currency in which the Event Partner or Seller issues the invoice.

“Marketplace” means the online sales facility and marketplace established by DAIMANI which is accessible via the WebApp on which Hospitality Packages and Event Services are advertised, marketed, sold and/or promoted.

“Order” means the binding offer by a Customer to purchase the selected Hospitality Packages from an Event Partner or the selected Event Services from a Seller.

“Order Confirmation” means the e-mail issued by DAIMANI acknowledging receipt of the Order.

“Organiser” means a person or entity organising an Event, which may be the Venue Operator or any other person or entity such as a promoter, producer, artist, sporting team or record label holding the rights to an Event.

“Price” means the aggregate price of a Hospitality Package or an Event Service as detailed on the relevant Event Page or as otherwise notified by the Event Partner or Seller as part of the Confirmation of Purchase;

“Prize Draw” means a prize draw conducted by DAIMANI according to these Terms and Conditions in which Registered Users obtain a random chance to win a Hospitality Package or further price determined by DAIMANI.

“Privacy Policy” means the policy set out at <https://www.daimani.com/privacy> issued by DAIMANI as amended from time to time that explains and governs the ways DAIMANI gathers, uses, discloses, and manages Your data, including personal data

“Purchase Confirmation” means an e-mail confirming the conclusion of the Sales Agreement or Service Agreement.

“Referral Transaction” means the referral of the sale of Hospitality Packages or Event Services by DAIMANI or a DAIMANI Affiliate to a third-party Event Partner (in case of the sale of Hospitality Services) or Seller (in case of the sale of Event Services) as identified on the relevant Event Page.

“Registered User” means a User holding a User Account.

“Resale Transaction” means the resale of Hospitality Packages or Event Services by DAIMANI or a DAIMANI Affiliate as identified on the relevant Event Page, in respect of which DAIMANI or a DAIMANI Affiliate act as Event Partner (in case of the sale of Hospitality Services) or Seller (in case of the sale of Event Services).

“Sales Agreement” means a legally binding agreement for the sale of Hospitality Packages that is entered into between the Event Partner and the Customer.

“Sales Terms” means the terms and conditions contained in Section 5 applying to, and governing, all offerings and sales of Hospitality Packages through the Marketplace.

“Seat” means an individual sitting position within a designated seat block located at a Venue with a view onto the pitch, court or stage (as applicable) of an Event.

“Selected Payment Currency” means the currency in which a Customer chooses to see the prices on the WebApp and on the checkout pages

“Seller” means the legal entity identified on the relevant Event Page as the legal entity selling, in its own name and own behalf, Tour Operator Services or Ancillary Services and becoming party of the Service Agreement. Seller may include Tour Operators or Ancillary Service Providers selling their Tour Operator Services or Ancillary Services directly.

“Seller Agreement” means the agreement between DAIMANI and the Seller governing their contractual relationship.

“Seller Regulations” means the standard terms and conditions for the sale and provision of Event Services issued by a Seller as amended from time to time.

“Service Agreement” means a legally binding agreement between the Seller and the Customer for the sale and provision of Event Services.

“Service Terms” means the terms and conditions contained in Section 6 applying to, and governing, all offerings and sales of Ancillary Services through the Marketplace.

“Session” means a separable part of an Event, such as multiple matches, concerts or cultural acts, all consecutively held or organised together in the same Venue during the same Event day and accessible by use of one single Ticket, as defined in the sole discretion by the Event Partner or Organiser in its Event Terms and as described on the relevant Event Page.

“Terms and Conditions” means these terms and conditions issued by of DAIMANI as amended from time to time.

“Ticket” means a ticket or other type of evidence, including paper tickets, electronic tickets, mobile tickets and further access devices that an Organiser issues to grant Ticket Holders access to an Event, or a part thereof such as a Session, in accordance with the applicable Event Terms.

“Ticket Holder” means any individual who purchases, holds or uses a Ticket.

“Ticket Terms” means the terms and conditions governing the sale and use of any Ticket for an Event that are issued by an Organiser or Venue Operator and may be amended from time to time. Ticket Terms are, among others, binding on, and enforceable against any Ticket Holder. Ticket Terms may incorporate the Venue Rules.

“Tour Operator” means a legal entity, other than DAIMANI or a DAIMANI Affiliate, that is identified on the relevant Event Page as party providing Tour Operator Services which are sold directly by the Tour Operator as Seller or through a third-party Seller contracted to the Tour Operator.

“Tour Operator Services” means any travel and accommodation services in connection with an Event or Event Series that are advertised, marketed, sold and/or promoted by a Seller via the Marketplace to Registered Users or Guest Users as Travel Bundle or as a separate service. Tour Operator Services may include ground and air transportation, accommodation or related services.

“Travel Bundle” means the Customer booking a combination of:

Hospitality Packages with one or more of the following separate Tour Operator Services:

ground or air transport (e.g. flights, taxi, coach or train); and/or

accommodation; provided that those separate Tour Operator Services are purchased together from a single visit to the Marketplace and are selected by a Customer via the Application Process and before any payment of the Price; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “Travel Bundle” or a similar term; or

a Customer, having already purchased a Hospitality Package on standalone basis, decides to also book both Tour Operator Services (ground or air transport and/or accommodation) together provided that those Tour Operator Services are purchased with a single signed Order form and Confirmation of Purchase or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “Travel Bundle” or a similar term.

“User / You / Your” means any person accessing the WebApp or the Marketplace, including Registered Users and Guest Users.

“User Account” means the account of a Registered User on the WebApp.

“Venue” means the facilities, stadium, arena or further location where an Event is staged, including the Hospitality Facility.

“Venue Operator” means the entity or authority which is legally competent to represent, and act for and on behalf of, a Venue (i.e. meaning the owner and/or operator of the facilities, stadium, arena or further location where an Event is staged).

“Venue Rules” means the terms and conditions governing the applicable safety, security and other rules of conduct adopted by an Organiser or Venue Operator amended from time to time and describing how Ticket Holders, Hospitality Access Pass Holders and further individuals attending an Event in a Venue shall conduct. The Venue Rules may be incorporated in the Ticket Terms.

“WebApp” means the computer software and website using the web browser of DAIMANI accessible via www.daimani.com or any other URL determined by DAIMANI of which these Terms and Conditions form part of.

3.2. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

3.3. Any references to Sections are, unless otherwise stated, references to sections of these Terms and Conditions.

3.4. Any references to “include”, “such as” or “in particular” (or similar) are to be construed as being inclusive without limitation.

3.5. Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

3.6. Where the context dictates in these Terms and Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

3.7. Any references to “days” mean actual days, not working days, unless otherwise specified in these Terms and Conditions. Any references to “working days” means any day which is not a Saturday, Sunday or a public holiday in Zurich, Switzerland

4. USE OF WEBAPP AND ACCESS TO MARKETPLACE

4.1. Purpose and Applicability of Section 4

The terms and conditions of this Section 4 apply to, and govern, the use by all Users of our WebApp and the accessing of the Marketplace established and operated by DAIMANI.

4.2. Registration to the Website

4.2.1. If You wish to:

advertise, market, sell and/or promote Your Hospitality Packages, Tour Operator Services and/or Ancillary Services via this Marketplace as an Event Partner or Seller;

purchase Hospitality Packages, Tour Operator Services and/or Ancillary Services via this Marketplace as a Customer enjoying the benefits of a Registered User, and/or

benefit from the ability to save and share You wish lists, streamline the checkout process, participate in Price Draws and much more;

You are required to register to, and open a User Account on, the WebApp or register as an Event Partner or Seller. You may do so by using Your social media account (at the moment this is possible with Facebook, Instagram, Twitter, LinkedIn, WeChat, but we might add other, abandon listed, social media services at any time at our discretion) or enter Your name, last name, e-mail address, gender, date of birth, Customer type (business-to-business or business-to-consumer Customer), company name and country of registration if You register as business-to-business Customer, Event Partner or Seller. In addition, You will be asked to create a password and accept the Terms and the Privacy Policy. The registration is completed only if You activate the registration by clicking on the link sent to You to Your e-mail address. Your registration as User is completed once You accept these Terms and Conditions and our Privacy Policy.

4.2.2. By registering and opening a User Account, You acknowledge and certify that:

You are eligible for a User Account as set forth in these Terms and Conditions; and
the information You include as part of the registration process is accurate and not misleading.

User Accounts may only be obtained and used by:

individuals who are at least eighteen (18) years old or of legal age in their country of residence, if such age exceeds eighteen (18); or

individuals with the right and authority to act on behalf of an organisation or entity for the purposes of accessing and using the Marketplace.

4.2.3. In respect of Your use of the WebApp, Your User Account and any of Your activities on the Marketplace, You agree to always:

provide true, accurate, current and complete information about Yourself, as prompted by the registration form; and

maintain and promptly update such information to keep it true, accurate, current and complete.

If You provide, or DAIMANI has reasonable grounds to suspect that You have provided, any information that is untrue, inaccurate, not current or incomplete, or DAIMANI otherwise reasonably considers that You have failed to comply with any provisions of these Terms and Conditions, DAIMANI has the right to suspend or terminate Your User Account and refuse You any and/or all current or future use of the WebApp, the Marketplace or any portion thereof.

4.2.4. If You like to join DAIMANI as an Event Partner or Seller, we will contact You to discuss the terms and conditions of the relationship between You and DAIMANI. If You wish to have Your event displayed on the Marketplace, You need to enter into an Event Partner Agreement or with us at our own discretion. If You wish to have Your Tour Operator Services or Ancillary Services displayed on the Marketplace, You need to enter into a Seller Agreement or with us at our own discretion.

4.3. User Account and “My Account” Page

4.3.1. As Registered User, Event Partner or Seller, You are able to access the “My Account” page where You can update Your personal data, change Your password, choose preferred Events, articles or connect to social media.

4.3.2. You are fully responsible for maintaining the confidentiality of Your password and User Account, and for all activities that occur under Your password and User Account.

4.3.3. You agree to:

immediately notify DAIMANI of any unauthorised use of Your password and/or User Account and any other related breach of security; and

ensure that You sign out of Your User Account at the end of each session.

DAIMANI cannot and will not accept to assume any liability for any loss or damage arising from Your failure to comply with Your obligations under this Section.

4.3.4. We may, in our sole discretion, including if You breach these Terms and Conditions, with or without prior notice and at any time:

terminate Your access (whether restricted or not) to the WebApp and the Marketplace, in whole or in part; and/or

deactivate or delete Your User Account and all related information and files as well as any content that You uploaded, posted, submitted or otherwise transmitted to the WebApp or the Marketplace.

Should DAIMANI exercise any of these rights, this shall not affect any rights and obligations applicable to You as a result of You having completed a transaction to purchase Hospitality Packages and/or Event Services on the Marketplace. Any and all terms and conditions applicable to such purchase of Hospitality Packages and/or Event Services shall continue to remain in full force notwithstanding DAIMANI’s exercise of its right described in this Section.

4.4. Supervision of Children

DAIMANI is concerned about the safety and privacy of all its Users, particularly those not yet of legal age in their respective country of residence. For this reason, DAIMANI only accepts individuals to open a User Account and to apply for the purchase of, or purchase, Hospitality Packages or Event Services via a Guest Checkout or User Account who are at least eighteen (18) years old or of legal age in their country of residence, if such age exceeds eighteen (18). Notwithstanding this, parents/guardians are requested to carefully supervise the access of their children to the WebApp and the Marketplace. By omitting supervision, actively allowing or not successfully preventing Your child access to the WebApp and the Marketplace, You agree to be bound by these Terms and

Conditions, and acknowledge that Your child will be able to access all of the WebApp and the Marketplace, which may include public and private communication tools, the Event Pages and other features that may not be appropriate for use by unsupervised children. Accordingly, as legal guardian, it is Your responsibility to determine whether any tool or functionality of the WebApp or the Marketplace are appropriate for Your child. You remain responsible and liable for all acts and omissions of Your child.

4.5. Newsletter and Interactions

4.5.1. If You subscribe to the DAIMANI newsletter, Your selection of preferred Events and/or articles allows us to send You newsletter related to Your preferred Events and event categories. If You wish to subscribe to our newsletter, request a call or send us a message, You can fill out the form on the WebApp and enter Your personal data (name, last name, e-mail address and, according to the action You wish to take, phone number and preferred time for a call). If You wish to receive our newsletter, You can tick the respective box when entering Your personal data. Additionally, You will have to activate the newsletter subscription by clicking on a link sent to Your e-mail address.

4.6. Prize Draws

4.6.1. Prize Draws are conducted by us in such manner and offering such prizes as determined by us at our discretion. Our Price Draws are open only to Registered Users. Guest Users as well as representatives, officers and employees of DAIMANI, any DAIMANI Affiliate, Event Partners, Sellers, the group companies or affiliated companies of Event Partners and Seller and of any other third parties cooperating with DAIMANI or a DAIMANI Affiliate may not enter, or participate in, any Prize Draw.

4.6.2. By registering and opening a new User Account and submitting all data prompted by the registration form, You automatically enter the running Prize Draw at the time of the registration. No purchase is necessary to enter the running Prize Draw. Only one registration per person and only one participation at a Prize Draw is permitted. The closing date of the Prize Draw is at least fifteen (15) days prior to the Event date of which Hospitality Packages are raffled. Registrations after that date will not be considered.

4.6.3. The winner of each Price Draw will be chosen from a random draw of registrations received in accordance with these Terms and Conditions. The raffle of each Prize Draw takes place at least fourteen (14) days prior to the Event date for which Hospitality Packages are raffled. The winner will be notified by e-mail on the day of the raffle. If the winner does not accept the Prize Draw within five (5) working days in writing and provides us with the information requested in the notification e-mail, the prize will be forfeited and we are entitled to select another winner. The prize is not exchangeable and not redeemable for cash or other prizes. We accept no responsibility for any

associated costs that are not specifically included in the prize (e.g. accommodation costs, travel costs to and from the event etc.).

4.6.4. The winner of a Price Draw may be required to take part in a promotional activity related to the Prize Draw. The winner irrevocably and unconditionally consents to the worldwide use by us and the DAIMANI Affiliates of the winner's voice, image, photograph and name for any marketing or publicity purposes (in any medium, including the WebApp) free of charge or any compensation. The winner ensures that any person accompanying the winner to the Event also irrevocably and unconditionally consents to the worldwide use by us and the DAIMANI Affiliates of the accompanying person's voice, image, photograph and name pursuant to these conditions.

4.6.5. We reserve the right at any time to modify or discontinue, temporarily or permanently, any Prize Draw with or without prior notice.

4.7. Permitted Use

4.7.1. The content (including all information, data, text, software, music, sound, photographs, graphics, videos, messages) and software on this WebApp and the Marketplace are the property (including copyright and all intellectual property rights) of us, our licensors, Event Partners, Sellers and/or suppliers and is protected by Swiss and international copyright laws. You agree that You are only authorised to visit, view and to retain a copy of pages of this WebApp and the Marketplace for Your own use, and that You shall not duplicate, download, publish, modify or otherwise distribute the material on this WebApp and/or the Marketplace for any purpose other than to review Event and promotional information or to purchase Hospitality Packages and/or Event Services without DAIMANI's permission or the permission of the relevant Event Partner, Seller and/or supplier.

4.7.2. If You are accessing and/or using the WebApp and Marketplace on behalf of Your employer or as a consultant or agent of a third party, You represent and warrant that You have the authority to act on behalf of and bind such entity to the terms of these Terms and Conditions and everywhere in these Terms and Conditions that refers to You, shall also include Your company.

4.7.3. You agree that You will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorized purpose without our prior express written permission. You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the WebApp and the Marketplace. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

4.7.4. Illegal and/or unauthorized uses of the WebApp and/or the Marketplace, including any unauthorized sale of Hospitality Packages, Tour Operator Services and/or Ancillary Services, the

unauthorized framing of or linking to the WebApp and/or the Marketplace, or the unauthorized use of any robot, spider or other automated device on the WebApp and/or the Marketplace, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. In cases of illegal and/or unauthorized uses of the WebApp and/or the Marketplace, we reserve the right to delete Your User Account with immediate effect and without prior notice.

4.8. Shared Information and Content

4.8.1. You represent and warrant that all information or content shared by You on the WebApp or the Marketplace shall not:

infringe any copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy, including for any use by DAIMANI or a DAIMANI Affiliate;

violate any law or regulation;

be defamatory or trade libellous;

be obscene or contain pornography;

include incomplete, false or inaccurate information about Yourself or any information about any other individual; and

contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programs that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

4.8.2. You grant DAIMANI and the DAIMANI Affiliates an irrevocable, worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable licence to use, reproduce, distribute, prepare derivative works of and display all information or content shared by You on the WebApp or the Marketplace in connection with the Marketplace or DAIMANI's and the DAIMANI Affiliates' business for any purpose, including promoting and redistributing part or all of such information or content in any media formats and through any media channels.

4.8.3. You acknowledge and agree that we have no obligation to post any information and/or content shared by You or anyone else and may, at our sole discretion, edit, remove or delete any such information and/or content, as well as terminate Your access to the WebApp, the Marketplace and Your User Account without notice if, in our opinion, such information or content infringes another individual's intellectual property rights or otherwise does not comply with any provision of these Terms and Conditions.

4.9. Modifications and Interruptions

4.9.1. DAIMANI reserves the right at any time to modify or discontinue, temporarily or permanently, the WebApp, the Marketplace, Your User Account and/or the advertising, marketing, selling and/or promoting of Hospitality Packages, Tour Operator Services and Ancillary Services via the Marketplace by Event Partners and Sellers (as applicable) with or without notice. You agree that DAIMANI, any DAIMANI Affiliate and/or any shareholder of a DAIMANI Affiliate shall not be held liable to You or to any third party for any modification, suspension or discontinuance of the WebApp, the Marketplace, Your User Account and/or the advertising, marketing, selling and/or promoting of Hospitality Packages, Tour Operator Services and/or Ancillary Services via the Marketplace. Although we will take reasonable care in ensuring that the WebApp, the Marketplace and/or any information and content in respect of any Hospitality Packages, Tour Operator Services and Ancillary Services are up to date, they may be out of date at any given time, and DAIMANI or the DAIMANI Affiliates are under no obligation to update them.

4.9.2. Any modification, suspension or discontinuance the WebApp, the Marketplace, Your User Account and/or the advertising, marketing, selling and/or promoting of Hospitality Packages, Tour Operator Services and Ancillary Services via the Marketplace shall not affect any rights and obligations applicable to You as a result of You having completed an application or transaction to purchase Hospitality Packages, Tour Operator Services and/or Ancillary Services on the Marketplace.

4.10. Data Protection and Privacy Policy

4.10.1. By accessing or using the WebApp and accessing the Marketplace, or submitting Your personal information to the WebApp, the Marketplace or Your User Account, You agree to DAIMANI's use of such data, including personal data, in accordance with our Privacy Policy set out at <https://www.daimani.com/privacy>

4.11. Disclaimers

4.11.1. If You access and use the WebApp and/or the Marketplace, You do so at Your sole risk. The WebApp, the Marketplace and the advertising, marketing, selling and/or promoting of Hospitality Packages, Tour Operator Services and Ancillary Services on the Marketplace by Event Partners and Sellers are provided on an "as is" and "as available" basis. DAIMANI expressly disclaims, and You waive, all representations or warranties of any kind, whether express or implied in connection therewith, including, and without limitation, implied representations or warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights.

4.11.2. DAIMANI makes no warranty or representation that the WebApp, the Marketplace and the advertising, marketing, selling and/or promoting of Hospitality Packages, Tour Operator Services and Ancillary Services via the Marketplace:

will meet Your requirements;

will be uninterrupted, timely, secure, or error-free; and/or

will meet Your expectations by means of quality and/or that any errors in the content will be corrected.

4.11.3. No commentary, descriptions or other materials posted by DAIMANI or any DAIMANI Affiliate on the WebApp and the Marketplace shall create any warranty or other obligation not expressly stated in these Terms and Conditions, and DAIMANI disclaims any whatsoever liability and responsibility arising from any reliance placed upon such materials by any User.

4.12. Indemnification

4.12.1. You agree to indemnify and hold DAIMANI, the DAIMANI Affiliates, any shareholder of a DAIMANI Affiliate and their respective licensors, licensees, officers, agents, co-branders and other partners, and employees, harmless from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including, and without limitation, reasonable legal fees, that may arise in connection with:

Your use of and access to the WebApp and/or the Marketplace, including any information or content shared by You on the WebApp or the Marketplace;

Your failure to comply with any provision of these Terms and Conditions; and

any claim by a third party, including the Event Partners and the Sellers, that any information or content shared by You on the WebApp or the Marketplace or Your use of the WebApp and/or the Marketplace infringes any intellectual property, other proprietary or privacy rights of such third party or has otherwise caused damage to a third party.

4.13. Limitation of Liability

4.13.1. You expressly acknowledge and agree that DAIMANI, the DAIMANI Affiliates any shareholder of a DAIMANI Affiliate shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses regardless of the form of action, whether in contract, tort, strict liability or otherwise, including, without limitation, in relation to:

the use of, or inability to use, the WebApp and/or the Marketplace;

any unauthorised access to, or alteration of, Your User Account or transmissions of data;

statements or the conduct of any third party on the WebApp and/or the Marketplace;

the impact of the WebApp, the Marketplace and the Hospitality Packages, Tour Operator Services and Ancillary Services advertised, marketed, sold and/or promoted thereon; and

any other matter relating to the WebApp and/or the Marketplace.

4.13.2. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, the use of the WebApp, the Marketplace and/or the Hospitality Packages, Tour Operator Services and Ancillary Services advertised, marketed, sold and/or promoted thereon must be filed within one (1) year of such claim or cause of action.

4.14. Exclusions and Limitations

4.14.1. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations under Sections 4.12. and 4.13 may not apply to You, although they shall apply to the maximum extent permitted by law.

4.14.2. Nothing in these Terms and Conditions shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud by DAIMANI, the DAIMANI Affiliates any shareholder of a DAIMANI Affiliate or any other liability (e.g. for intent or gross negligence), which cannot be excluded or limited under applicable law.

4.15. Miscellaneous

4.15.1. The WebApp and the Marketplace are controlled and operated by us from our offices in Zurich, Switzerland. For any complaints regarding the WebApp, the Marketplace and/or our services, please contact us here.

5. SALE OF HOSPITALITY PACKAGES

5.1. Purpose and Applicability of Section 5

5.1.1. These Sales Terms in this Section 5 apply to, and govern:

in case of a Referral Transaction, the Application Process for the sale by Registered Users and Guest Users;

in case of a Resale Transaction, the sale to Registered Users and Guest Users; and

in any case the use

of Hospitality Packages as specified on the relevant Event Page.

5.1.2. By completing the Application Process and clicking the Acceptance of Terms and Conditions Box, each Customer confirms that it has read, understood and accepted these Sales Terms and agrees to be irrevocably and unconditionally bound by these Sales Terms. These Sales Terms shall, in any case, prevail over any other terms that the Customer may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by the Event Partner or by DAIMANI and/or a DAIMANI Affiliate if not acting as Event Partner.

5.1.3. Each Customer acknowledges and agrees that:

DAIMANI and/or a DAIMANI Affiliate reserve the right to amend the manner in which the Customer is invited to submit an Order for the purchase of Hospitality Packages;

an Event Partner (i.e. if different from DAIMANI or a DAIMANI Affiliate) in connection with any Referral Transaction may issue own Hospitality Sales Regulations; and

the Event Partner, including DAIMANI and the DAIMANI Affiliate may issue Event-specific Hospitality Sales Regulations.

In such cases, DAIMANI will publish such updated version of these Sales Terms, the own Hospitality Sales Regulations of the Event Partner or the Event-specific Hospitality Sales Regulations on the relevant Event Page.

In the event of any discrepancy between these Sales Terms and either the updated terms for invitation to submit an Order for the purchase of Hospitality Packages, the Hospitality Sales Regulations issued by the Event Partner or Event-specific Hospitality Sales Regulations, the updated terms for invitation to submit an Order for the purchase of Hospitality Packages, the Hospitality Sales Regulations issued by the Event Partner or the Event-specific Hospitality Sales Regulations (as applicable) shall prevail and will be applied to resolve all questions of interpretation and application with respect to any matters regarding the sale and use of the Hospitality Packages.

5.2. Application Process

5.2.1. The Application Process for the purchase of Hospitality Packages is described on the relevant Event Page. The Application Process involves a number of steps varying whether You are a Registered User or a Guest User as follows:

In the event You are a Registered User:

selecting the Hospitality Packages of your choice by clicking the “Add to basket” button on the relevant Event Page;

clicking the “Proceed with Checkout” button in the “Shopping Basket” section;

signing in as Registered User; and

clicking the Acceptance of Terms and Conditions Box(es); and

completing and submitting an Order to the WebApp by clicking the “Place Order” button.

In the event You are a Guest User and wish to proceed with a Guest Checkout:

selecting the Hospitality Packages of your choice by clicking the “Add to basket” button on the relevant Event Page;

clicking the “Proceed with Checkout” button in the “Shopping Basket” section;

providing Your personal data;

providing Your delivery address and delivery contact;

providing Your payment details on the WebApp;

clicking the Acceptance of Terms and Conditions Box(es); and

completing and submitting an Order to the WebApp by clicking the “Place Order” button.

5.2.2. Upon clicking the Acceptance of Terms and Conditions Box(es) and the “Place Order” button, DAIMANI will send You an Order Confirmation. Neither the completion of the Application Process, nor Your receipt of the Order Confirmation guarantees the availability, or the acceptance by the Event Partner of the purchase, of the Hospitality Packages which a Customer has ordered.

Completion of the Application Process constitutes an irrevocable and binding offer by the Customer to an Event Partner to purchase one or more Hospitality Packages for which the Customer has applied. Such offer may be accepted or rejected by the Event Partner at its sole discretion. Any template Order form, any other order form provided by DAIMANI or a DAIMANI Affiliate on behalf of an Event Partner to the Customer, or any other information stated on the Marketplace will not, under any circumstances, constitute an offer or public offer by the Event Partner or by DAIMANI and/or a DAIMANI Affiliate if not acting as Event Partner.

5.2.3. If the Event Partner elects to accept the Customer's offer, it will confirm its acceptance by issuing to the Customer a Confirmation of Purchase. In case of a Referral Transaction, the Confirmation of Purchase may be issued by DAIMANI or a DAIMANI Affiliate on behalf of the Event Partner. The receipt of the Confirmation of Purchase by the Customer constitutes the conclusion of the Sales Agreement.

5.2.4. The Event Partner may impose a limit on Hospitality Packages which a Customer may purchase whether by reference to:

quantities;

package type, category series or location; and/or

monetary value.

5.3. Order

5.3.1. The Order form to be used by the Customer is made available on the relevant Event Page by the Event Partner, by DAIMANI or a DAIMANI Affiliate if acting as Event Partner, or by a Hospitality Sales Agent. The Customer is solely responsible for the accurate content of its Order, including the correctly completing and providing all information required by the Event Partner under the Application Process including the full completion and timely submission of the Order. The Event Partner reserves the right to reject any applications which are incomplete or incorrect.

5.3.2. By submitting an Order to the Event Partner, the Customer represents and warrants that neither the Customer nor any of its Guests, has been banned from attending any public events by the competent authorities or sports' governing bodies in any country or is considered as a security risk by any such authorities or bodies.

5.3.3. The Event Partner, DAIMANI, a DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate or the Hospitality Sales Agent shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, lost or incomplete applications or failure to communicate with any Customer by e-mail due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Customer's e-mail. Any acceptance by the Event Partner is based on the assumption that all information provided by the Customer as part of its Order is fully accurate and correct. In the event that, at any time subsequent to the Event Partner's acceptance of the Customer's Order, the Event Partner detects:

in the content provided by the Customer any inaccuracy or deviation from the Event Partner's standard for the Order; and/or

that the Customer and/or any of its Guests, has been banned from attending any public events, such acceptance shall not be deemed nor construed as the Event Partner's acceptance of such inaccuracy or deviation from the standard Order form and the Event Partner may, fully or partially, cancel the Hospitality Packages allocated to the Customer and, fully or partially, terminate the Sales Agreement.

5.3.4. If an Order is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Order and clicks the Acceptance of Terms and Conditions Box agrees, represents and warrants to the Event Partner that he or she has the legal capacity and authority to bind the company or legal entity indicated in the Order. The individual agrees, represents and warrants to the Event Partner that he or she is of legal age to enter into binding agreements. The Sales Agreement will be entered into by the company or other legal entity and the Event Partner.

5.4. Sales Agreement

A. Sale of Hospitality Packages

5.4.1. DAIMANI or a DAIMANI Affiliate as identified on the relevant Event Page may:

in respect to a Resale Transaction, act as the Event Partner and enter in the Sales Agreement in their own name and own behalf; or

in respect to a Referral Transaction, refer the Order submitted by the Customer to the Event Partner, which may be the Organiser, the Venue Operator or any third party appointed by either of them.

The relevant Event Page identifies the name and the city/country of the relevant Event Partner and clarifies whether the Hospitality Package offered by the relevant Event Partner comprises a Ticket and, if not comprised in the Hospitality Package, the name and the city/country of the relevant Event Partner, the Organiser or Venue Operator selling the Ticket. Whenever DAIMANI or a DAIMANI Affiliate is not named on the Event Page as Event Partner in respect of the sale of the Hospitality Packages selected by You (Referral Transaction), DAIMANI or a DAIMANI Affiliate (as applicable) refer the sale of Hospitality Packages to the third-party Event Partner identified on the relevant Event Page. In such case, further information on the Event Partner is provided in the Hospitality Sales Regulations made available on the relevant Event Page.

5.4.2. In any case, each Sales Agreement shall consist of, and incorporate the terms of the following documents which all form an integral part of the Sales Agreement:

the Order;

the Confirmation of Purchase;

these Sales Terms;

the Hospitality Sales Regulations issued by the Event Partner, if different from DAIMANI or a DAIMANI Affiliate or Event-specific Hospitality Sales Regulations issued by the Event Partner, DAIMANI or a DAIMANI Affiliate;

the Event Terms; and

specific terms and conditions governing the sale of a Travel Bundle (if applicable).

Each Sales Agreement will be governed by these Sales Terms, respectively the Hospitality Sales Regulations or Event-specific Hospitality Sales Regulations published on the relevant Event Page and in force at the date on which the Customer completes the Application Process and clicks the Acceptance of Terms and Conditions Box. The Event Partner may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.

5.4.3. Any other samples, drawings, descriptive matters or advertising issued by the Event Partner, DAIMANI, a DAIMANI Affiliate or a Hospitality Sales Agent, whether or not available on the Marketplace, and any illustrations or descriptions of the Hospitality Packages contained in catalogues or brochures of the Event Partner, DAIMANI, the DAIMANI Affiliate or a Hospitality Sales

Agent are issued, displayed or published for the sole purpose of giving an approximate idea of the Hospitality Packages and Hospitality Services, and shall not, under any circumstance, constitute an offer, public offer, representation or warranty by the Event Partner DAIMANI, the DAIMANI Affiliates and/or a Hospitality Sales Agent. They shall not form part of the Sales Agreement or have any contractual force.

5.4.4. DAIMANI or a DAIMANI Affiliate may appoint Hospitality Sales Agents to assist in the identification of potential Customers and in concluding agreements for the sale of Hospitality Packages. No Hospitality Sales Agent has the power or authority to formally accept or commit the Event Partner, DAIMANI and/or any DAIMANI Affiliate to any sale of Hospitality Packages and/or to make any representations, commitments, promises, guarantees, warranties or undertakings on their behalf, or in any way bind, them.

B. Sale of Tickets

5.4.5. In the event that a Hospitality Package is offered for sale, or sold, without comprising a Ticket, the Event Partner, Organiser or Venue Operator as identified on the relevant Event Page is the principal in the sale of any Tickets to the Customer. In such case it is the sole responsibility of the Customer to purchase a Ticket for the Event, Session or Event Series in addition to the Hospitality Package. Neither DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, nor the Hospitality Sales Agent shall be responsible or liable in any way to the Customer and its Guests (i) for the purchase of, or in any manner obtaining, a Ticket; and (ii) to grant Hospitality Access Pass Holders access to the Event, a Session or an Event Series.

5.4.6. In case the Ticket is comprised in a Hospitality Package, as identified on the relevant Event Page, the Event Partner is the principal in the sale of Hospitality Packages to the Customer. With respect to the Ticket comprised in such Hospitality Packages, the following applies:

in case of a Resale Transaction, as stated on the relevant Event Page:

DAIMANI or a DAIMANI Affiliate may act also as the principal in the sale of the Ticket comprised in the Hospitality Package. In such case, notwithstanding the lack of a direct contractual relationship between the Customer and the Organiser or Venue Operator concerning the Ticket comprised in the Hospitality Package, the Organiser and Venue Operator shall be considered third party beneficiaries under the Sales Agreement. This means that apart from DAIMANI or the DAIMANI Affiliate, also the Organiser and/or the Venue Operator shall, in accordance with the Event Terms, have the right to exercise, in their own name and their own behalf, any of the rights and remedies with respect to the Tickets comprised in the Hospitality Packages. Irrespective of their role as third party beneficiaries under the Sales Agreement, the Customer agrees and acknowledges that the Organiser, the Venue Operator, DAIMANI, the DAIMANI Affiliate and any shareholder of a DAIMANI Affiliate are not jointly and severally liable to the Customer for the obligations of DAIMANI or the DAIMANI Affiliate under, or in connection with, the Sales Agreement or the Ticket comprised in the Hospitality Package; or

DAIMANI or a DAIMANI Affiliate may be authorised by the Organiser or the Venue Operator to provide, as their agent, a Ticket to the Customer as an integral part of each Hospitality Package and

to procure that the Organiser or the Venue Operator, upon notification by DAIMANI or a DAIMANI Affiliate of the sale of Hospitality Packages to the Customer, automatically becomes the principal in the sale of the Ticket comprised in the Hospitality Package. The Customer accepts this direct contractual relationship with the Organiser or the Venue Operator concerning the sale of the Ticket comprised in the Hospitality Package and acknowledges that, based on such direct relationship with respect to Tickets, the Organiser or the Venue Operator have the right to exercise any of the rights and remedies with respect to Tickets pursuant to the Event Terms; and

in case of a Referral Transaction, as indicated on the relevant Event Page:

DAIMANI or a DAIMANI Affiliate will not act as principle in the sale of the Ticket comprised in the Hospitality Package, but may be authorised by the Event Partner to refer, as the Event Partner's agent, also the sale of a Ticket to the Customer as an integral part of each Hospitality Package. Upon issuance of the Confirmation of Purchase, subject to Section 5.4.6 (ii) (b), the Event Partner shall automatically become the principal in the sale of the Ticket comprised in the Hospitality Package. The Customer accepts this direct contractual relationship with the Event Partner also concerning the sale of the Ticket comprised in the Hospitality Package and acknowledges that, based on such direct relationship with respect to Tickets, the Event Partner, the Organiser or the Venue Operator have the right to exercise any of the rights and remedies with respect to Tickets pursuant to the Event Terms as well as any other parts of the Sales Agreement; or

the Event Partner of the Hospitality Package may be different from the seller of the Ticket comprised in the Hospitality Package, but may be authorised by the seller of the Ticket, as such seller's agent, to sell a Ticket to the Customer as an integral part of each Hospitality Package. Upon notification by the Event Partner, the seller of the Ticket shall automatically become the principal in the sale of the Ticket comprised in the Hospitality Package. The Customer accepts this direct contractual relationship with the seller of the Ticket concerning the sale of the Ticket comprised in the Hospitality Package and acknowledges that, based on such direct relationship with respect to Tickets, the seller of the Ticket has the right to exercise any of the rights and remedies with respect to Tickets pursuant to the Event Terms.

C. General Terms

5.4.7. The Sales Agreement represents the sole and complete statement of the respective rights and obligations of the Event Partner and the Customer with regard to the sale by the Event Partner and purchase by the Customer of the Hospitality Packages. The Sales Agreement supersedes and extinguishes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Confirmation of Purchase.

5.4.8. All sales of Hospitality Packages under a Sales Agreement are final and binding on the Customer. Subject to Sections 5.6.3 and 5.6.4, all payments made by the Customer in connection with the Hospitality Packages are to be treated as non-refundable, and the Event Partner shall be under no obligation to repay any sums to the Customer.

5.4.9. Within seven (7) days of the date of the Event Partner issuing its Confirmation of Purchase to the Customer, the Event Partner may terminate and cancel the Sales Agreement, for any reason, on written notice to the Customer and refund to the Customer all sums paid by the Customer under the Sales Agreement before termination and cancellation.

5.5. Hospitality Packages and Hospitality Services

5.5.1. The scope of the Hospitality Services made available to the Customer by the Event Partner in respect of a Hospitality Package will be outlined and described on the relevant Event Page. The Customer may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Services or components of the Hospitality Packages.

5.5.2. The scope of the Hospitality Services made available to the Customer may be subject to such changes as may be:

required for reasons of public safety and security, or

reasonably determined by the Event Partner, DAIMANI and/or the DAIMANI Affiliate from time to time, provided that the Event Partner provides the Customer with replacement Hospitality Services of substantially similar or better quality and value.

The Event Partner, DAIMANI and/or the DAIMANI Affiliate shall notify the Customer of any such changes as soon as reasonably possible.

5.5.3. Certain Hospitality Services may be provided in Hospitality Facilities which are located in temporary hospitality structures or in Hospitality Facilities located outside of a Venue, detailed descriptions of the applicable Hospitality Facility will be provided by the Event Partner, DAIMANI and/or the DAIMANI Affiliate as and when practicable.

5.5.4. The Event Partner, DAIMANI, the DAIMANI Affiliate and/or the Organiser cannot guarantee, and nothing under these Sales Terms shall be interpreted or construed as the Event Partner, DAIMANI, the DAIMANI Affiliate and/or the Organiser guaranteeing:

the participation in an Event and/or Session of a specific athlete, team, artist or further official;

the duration of an Event and/or Session; and

that the Customer or any of its Guests will have entirely uninterrupted and/or uninhibited view of a match, concert, theatrical or further event from the Seat provided. The locations of the Seats are determined by the Organiser. Neither DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, nor the Hospitality Sales Agent shall be responsible or liable in any way to a Customer and/or any of its Guests in relation to any complaints regarding locations of Seats.

Any of the above does not change the value of the Hospitality Package, the Seat and/or the Hospitality Services which the Customer is entitled to receive and does not entitle the Customer to any refund or further compensation.

5.5.5. Access to a Venue and/or Hospitality Facility is strictly limited to the day of the Event or Session in respect of which a Hospitality Package has been purchased, and to the times indicated by the Event Partner from time to time.

5.5.6. On the Event day, the Customer and any of its Guests are required to bring with them a Ticket or Digital DAIMANI Ticket (if applicable) together with such additional document, pass or form of identification that are notified by the Event Partner to the Customer to enable them to access the Venue, their Seats and the Hospitality Facility. A Hospitality Access Pass may be made available at the Venue on the Event day.

These Sales Terms do not govern the use of any other personalised identification documents or certificates that may be required by Event Authorities in connection with an Event for the purpose of accessing the Venue or the Hospitality Facility, for instance due to the COVID-19 pandemic or similar reasons. Neither the Event Partner, nor DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agent, the Organiser and/or the Venue Operator assume any liability or responsibility in respect of the application, issuance and use of any such personalised identification documents or certificates. With this respect, the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agent, the Organiser and the Venue Operator shall incur no liability whatsoever for:

a failure to perform or improper performance of the Event Partner's obligations (except for the cases of wilful misconduct) under the Sales Agreement; and/or

any damage incurred by the Customer and/or any of its Guests in case where such failure to perform or improper performance of obligations took place.

5.5.7. The Event Partner will use reasonable efforts to procure that the Tickets comprised in Hospitality Packages that are the subject of a single Sales Agreement will, wherever reasonably possible, correspond to Seats which are adjacent to each other or in the same block. No guarantees or warranties are provided by the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agent, the Organiser and/or the Venue Operator that Seats will be adjacent to each other or in the same block.

5.5.8. Customers or any of their Guests who require special assistance due to a disability or limited mobility (including wheelchair seating or wheelchair access to Hospitality Facility and/or the Venue) must promptly notify the Event Partner as soon as reasonably practical, during or following the Application Process. The Event Partner will use reasonable efforts to provide such special assistance and the best level of service possible (subject to availability).

5.5.9. The Customer voluntarily enters in the Sales Agreement acknowledging that the Price shown on the Marketplace is a final and all-inclusive price. There are no hidden or delayed charges. The Price includes a Ticket and further Hospitality Services which are not typically served at the Venue and are not capable of being separately priced or sold as individual servings. Anything not specifically listed on the relevant Event Page as being included in the Price and the Hospitality Package is extra, and You may need to pay third parties, such as the Event Partner or a Seller directly in the case You would want to buy such additional services. Therefore, we advise You to read the full details of the Hospitality Package description carefully.

5.6. Cancellation, Adjustment and Refund

5.6.1. Once the purchase of the Hospitality Package is completed and You have received the Confirmation of Purchase, the Event Partner is solely responsible for revision, adjustment, or cancellation of Your purchase. The decision and conditions for, and handling of, the refund, reimbursement or exchange of purchased Hospitality Packages for an Event is exclusively made by the Event Partner, and not by DAIMANI or the DAIMANI Affiliate, provided it is not a Resale Transaction. Please note that You may be charged for Your cancellation in accordance with the Hospitality Sales Regulations or the Event Terms, in particular the Event Partner's cancellation, (pre)payment and no-show policy, or You may not be entitled to any repayment of any (pre)paid amount. We recommend that You read the Hospitality Sales Regulations (if applicable) and Event Terms carefully prior to placing Your Order.

5.6.2. It is Your responsibility to ascertain whether an Event has been cancelled and the date and time of any rearranged or postponed Event. If the Event is cancelled or rescheduled, it lies exclusively in the Event Partner's responsibility to inform You in due time. However, we will do whatever we can to notify Customers of the cancellation or rescheduling once we have received the relevant information and authorization from the Event Partner.

5.6.3. No refunds of any amounts paid by the Customer to the Event Partner will be made to the Customer under any circumstances, except with respect to:

the cancellation of any Hospitality Package in the circumstances described in Section 5.4.9;

the cancellation of the Event in its entirety or a Session in respect of which the Hospitality Packages has been purchased pursuant to Section 5.14.3; or

the holding of the Event in its entirety, or of a Session in respect of which the Hospitality Packages has been purchased, "behind closed doors" pursuant to Section 5.14.3 or subject to other restrictions which prohibit the Event Partner from providing the Hospitality Package to the Customer.

No interest shall be payable in relation to any such refunds payable to the Customer under the Sales Agreement. Refunds payable shall be made no later than thirty (30) days after the date on which the Hospitality Package, the Event or the relevant Session has been cancelled.

5.6.4. In the event of a Bad Weather Impact, Section 5.6.3 (ii) shall not apply, but the Customer may request from the Event Partner the refund of the price of the Ticket comprised in the Hospitality Package pursuant to, and conditional upon, the Ticket Terms, provided the Bad Weather Impact does not entail the closing of the Venue and Hospitality Facility to the public. For the avoidance of doubt, in relation to a Bad Weather Impact the Event Partner shall only be obliged to refund the price of the Ticket comprised in the Hospitality Package provided the Organiser grants such refund to the Event Partner, DAIMANI or the DAIMANI Affiliate. No interest shall be payable in relation to any such refund payable to the Customer under the Sales Agreement. Refunds payable shall be made no later than thirty (30) days after the date on which the Bad Weather Impact has occurred.

5.7. Delivery of Hospitality Package Components

5.7.1. The Event Partner will use reasonable endeavours to procure that Hospitality Access Passes (if applicable), Tickets, any parking pass and all other applicable Hospitality Package components will be delivered via the e-mail address stated in the Confirmation of Purchase (or to a different address subsequently agreed in writing by the Event Partner). Tickets and Hospitality Access Passes (if applicable) may be made available for collection at the Venue office. The Customer will be notified by telephone, e-mail or in writing of the arrangements for collection (using the details provided by the Customer at the time of Confirmation of Purchase) if this becomes necessary. Where there is not enough time to deliver Tickets or Hospitality Access Passes (if applicable), the Customer will be told at the point of purchase the arrangements for collection of Tickets.

5.7.2. Where Hospitality Packages include e-Tickets and/or e-parking passes (which may include mobile tickets or 'print-at-home' tickets):

the e-Tickets and/or e-parking passes will be e-mailed to the Customer or made available by the Event Partner for download;

with respect to print-at-home e-Tickets and/or parking passes, the Customer will be required to print off the e-Tickets and/or e-parking passes;

print-at-home e-Tickets and/or e-parking passes must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (electronic, PC screen, portable screen, mobile screen etc) is valid. Any e-Ticket and/or e-parking pass that is partly printed, soiled, damaged or illegible shall not be considered valid. The Customer is solely responsible to inform itself about the special requirements of the Event Partner, the Organiser or the Venue Operator for e-Tickets as set out in the Event Terms;

with respect to other forms of e-Tickets and/or e-parking passes, the Customer will be required to follow all instructions provided by the Event Partner, the Organiser and/or the Venue Operator and that use of such e-Tickets and/or e-parking passes may require the Customer and any of its Guests to download a mobile application and agree to separate terms and conditions applicable thereto; and

that the Customer and any of its Guests will be required to have valid identification in order to access the Venue with e-Tickets.

Neither the Event Partner, nor DAIMANI, the DAIMANI Affiliate, the Hospitality Sales Agent, the Organiser nor the Venue Operator shall be responsible on behalf of any Customer or any Guest for applying for, collecting or providing any travel visa or substitutional permits to enter or exit the country or state in which a Venue is located. The Customer remains responsible for taking care of all general and event-specific requirements relating to its own and any of its Guests' entry to and exit from the country or state in which a Venue is located and in relation to their movement inside such country or state.

5.7.3. If the Hospitality Packages are dispatched by us or a DAIMANI Affiliate on behalf of the Event Partner, we will send You a Digital DAIMANI Ticket by e-mail. You can either use the Digital DAIMANI Ticket to access the Hospitality Services and Hospitality Facility directly or You must present the Digital DAIMANI Ticket at the check-in point at the Venue in order to exchange it for a Ticket and/or Hospitality Access Pass, which grants You access to the Venue and/or the Hospitality Facility. You must use the Digital DAIMANI Ticket issued in Your name and not the Digital DAIMANI Ticket bearing any other name. You must not allow others to use Your Digital DAIMANI Ticket. If someone else has used Your Digital DAIMANI Ticket You will not be allowed entry to the Venue or the Hospitality Facility.

5.6.4. In the event of a Bad Weather Impact, Section 5.6.3 (ii) shall not apply, but the Customer may request from the Event Partner the refund of the price of the Ticket comprised in the Hospitality Package pursuant to, and conditional upon, the Ticket Terms, provided the Bad Weather Impact does not entail the closing of the Venue and Hospitality Facility to the public. For the avoidance of doubt, in relation to a Bad Weather Impact the Event Partner shall only be obliged to refund the price of the Ticket comprised in the Hospitality Package provided the Organiser grants such refund to the Event Partner, DAIMANI or the DAIMANI Affiliate. No interest shall be payable in relation to any such refund payable to the Customer under the Sales Agreement. Refunds payable shall be made no later than thirty (30) days after the date on which the Bad Weather Impact has occurred.

5.7.5. Unless agreed in writing by the Event Partner, Hospitality Packages and Digital DAIMANI Tickets will not be delivered to post office boxes. The Customer is required to provide a street address as well as the name and contact details of an individual which has been expressly authorised to take delivery of the Hospitality Packages and/or Digital DAIMANI Tickets. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Hospitality Package or Digital DAIMANI Ticket and to notify the Event Partner of any change in the proposed delivery address.

5.7.6. Save in respect of last-minute sales or as the Event Partner may determine (acting reasonably), if the Customer has not received the Ticket, Hospitality Access Pass (if applicable), Digital DAIMANI Ticket (if applicable) and all other applicable Hospitality Package components at least three (3) weeks prior to the Event or the Session, the Customer will immediately notify the Event Partner in writing.

5.7.7. Any Ticket, Hospitality Access Pass (if applicable), Digital DAIMANI Ticket (if applicable) or parking pass which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, the Venue and/or the Hospitality Facility. It is the sole responsibility of the Customer to immediately notify the Event Partner in writing, in the event that any Ticket, Hospitality Access Pass (if applicable), Digital DAIMANI Ticket (if applicable) or parking pass is delivered or collected in a damaged condition. In the absence of any such written notification, the relevant Ticket, Hospitality Access Pass (if applicable), Digital DAIMANI Ticket (if applicable) or parking pass will be deemed to be undamaged at delivery or collection.

5.7.8. Neither the Event Partner, nor DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate and/or the Hospitality Sales Agent shall be responsible or liable in any way to the Customer and its Guests for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass (if applicable), Digital DAIMANI Ticket (if applicable) or parking passes or other Hospitality Package component once received or collected by the Customer. Duplicate Tickets, Hospitality Access Passes (if applicable) or Digital DAIMANI Tickets (if applicable) may only be issued at the discretion of the Event Partner, the Organiser or the Venue Operator. If duplicates are issued, a reasonable administration charge may be levied.

5.7.9. The Event Partner reserves the right to determine whether to issue replacement Hospitality Access Passes (if applicable), Digital DAIMANI Tickets, Tickets or parking passes and to determine the conditions which may apply to any such replacements.

5.8. Event Terms

5.8.1. Any use of a Ticket comprised in a Hospitality Package shall be governed by the Event Terms. Depending on the date of purchase of a Hospitality Package, the Customer irrevocably and unconditionally undertakes and agrees to fully comply with the Event Terms which may be amended by an Organiser or Venue Operator from time to time, also at a date following the Customer's entering into the Sales Agreement. To the broadest extent permitted by the applicable laws this shall give rise to no claims against the Event Partner, DAIMANI, the DAIMANI Affiliate, the Hospitality Sales Agent, the Organiser and/or Venue Operator or their respective subsidiaries, representatives, officers and employees. The Customer shall comply with any updated version of the Event Terms and undertakes to periodically check for updates to the Event Terms. Each Customer and any of its Guests who uses a Ticket to enter a Venue will be deemed to have fully and irrevocably agreed to accept, and comply with, the prevailing version of the Event Terms.

5.8.2. Regardless of the Customer's fault, each Customer remains primarily liable to the Event Partner, DAIMANI, the DAIMANI Affiliate, the Organiser and Venue Operator for any non-compliance by any of its Guest with the applicable version of the Event Terms. The Customer shall also remain directly liable to the Event Partner, DAIMANI, the DAIMANI Affiliate, the Organiser and/or the Venue Operator for any non-compliance by it or any of its Guest(s) with the Event Terms. The Customer is

responsible for notifying each individual Guest in writing of the requirements of the Event Terms and these Sales Terms and to ensure full compliance with the same by any of its Guests.

5.8.3. All of the terms and conditions of the Event Terms with respect to the Venue to which a Ticket Holder gains access through the use of a Ticket shall also apply to the Hospitality Facility, in so far as is relevant, to which the Customer and any of its Guests gain access through the use of a Hospitality Access Pass (if applicable) on Event days.

5.8.4. Any measures taken or imposed by an Event Authority with respect to an Event or Session, any Ticket, the Venue and/or the Hospitality Facility shall apply to the Customer and/or any of its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, a Venue and/or Hospitality Facility as a result of a violation of the Event Terms, these Sales Terms or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may (without prejudice to any other rights or remedies the Event Partner, DAIMANI, the DAIMANI Affiliate, the Organiser and/or Venue Operator may have) lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.

5.9. Data

5.9.1. The Customer shall comply with the directives of the Event Partner, DAIMANI and/or the Event Authorities with regard to the provision and use of individual or personal data for any of its Guests. In particular, the Customer shall provide the Event Partner immediately following any request by an Event Authority and/or any party authorised by such parties or by the applicable laws, with full details relating to its identity and the identity of any of its Guests, including but not limited to the Guest's name, passport/identity card numbers, nationality and date of birth and such other information and/or data as an Event Authority may require from time to time. The Customer agrees, if requested by the Event Partner, DAIMANI, a DAIMANI Affiliate or an Event Authority, to provide any of its Guests with the Ticket specifically allocated, by Ticket number or by block, Seat or row number, to such Guest.

5.9.2. If the Customer fails to provide the details set out in Section 5.9.1, the Event Partner reserves the right (without prejudice to any other rights or remedies the Event Partner may have) to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or Hospitality Facility to any Customer or any of its Guests for which data has not been provided, with no right to any refund. Any Ticket and other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by the Event Partner.

5.9.3. Event Authorities may carry out access controls and inspections at a Venue. In the event that the Customer or any of its Guests attempts to use a Hospitality Package at the Venue and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data

provided in respect of such Hospitality Package, the Event Authorities expressly reserve the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or Hospitality Facility to the Customer or Guest, with no right to any refund or compensation. Any such Ticket and other component of a Hospitality Package(s) may be made available for re-sale by the Event Partner.

5.9.4. The personal data provided to the Event Partner, DAIMANI or the DAIMANI Affiliate and/or any third party authorised by an Event Authority will, subject to the applicable laws, be used, processed, stored, and transferred to third parties (including but not limited to cross-border transfer) designated by the Event Authorities (located both within and outside of Switzerland and the country/state where the Venue is located) for purposes relating to:

Hospitality Package sales and Ticket allocation procedures;

any relevant safety and security measures; and

rights protection measures in connection with the Event.

You agree to DAIMANI's or the DAIMANI Affiliate's use of such personal data, in accordance with our Privacy Policy set out at <https://www.daimani.com/privacy>. It is the responsibility of the Customer to obtain the consent of any of its Guests to use his personal data for the purposes described above.

5.9.5. Customers may update, correct or amend their personal data or the personal data of their Guests by contacting the Event Partner in writing. If an Order is rejected by the Event Partner or the Sales Agreement is cancelled or terminated (for whatever reason), the Customer may request deletion of its personal data provided in connection with the Order by contacting the Event Partner in writing.

5.10. Prohibition on the Resale and Transfer of Hospitality Packages

5.10.1. The Customer is prohibited from:

directly or indirectly conducting, allowing, permitting, authorising and/or approving:

any re-sale, or the offering for resale (whether online or offline), and/or

the exchange, other transfer or assignment of rights (other than the provision to a Guest) (whether online or offline);

of any Hospitality Package, Ticket, Hospitality Access Pass (if applicable), Digital DAIMANI Ticket (if applicable) parking pass or other Hospitality Service, whether for any value of kind or otherwise, including in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package;

directly or indirectly conducting, allowing, permitting or approving:

any re-sale, or the offering for resale (whether online or offline), and/or

the exchange or other transfer or assignment of rights (other than the provision to a Guest) (whether online or offline);

of any Ticket, whether for any value of any kind or otherwise, including in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; and

acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Hospitality Packages (or any component of a Hospitality Package), Tickets and/or Digital DAIMANI Ticket (if applicable) by the third party.

5.10.2. The Customer shall ensure that any Hospitality Packages are only used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.

5.10.3. The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass (if applicable), Digital DAIMANI Ticket (if applicable), parking pass or other Hospitality Service, and that any of its Guests are informed in writing by the Customer of this prohibition.

5.10.4. Any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.

5.10.5. At no stage will a Guest become a party to, or third-party beneficiary under, the Sales Agreement or receive any rights under or in connection with the Sales Agreement, or be entitled to any recourse against any of the Event Authorities under, or in connection with, the Sales Agreement.

5.11. Use of Hospitality Packages

5.11.1. The purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or any of its Guests to exercise, any marketing, advertising or promotional rights with respect to an Event, a Session, Event Series or any ancillary event, any athlete, team, artist or further official participating in the Event, the Organiser or any other affiliated body or event.

5.11.2. The Customer expressly acknowledges and agrees the importance of protecting the integrity of the Events from ambush marketing activities and that the Organiser and/or the Event Partner may will suffer a material damage in case of any ambush marketing activities or any violation of the Sales Terms and/or the Event Terms. The Customer shall not, and shall ensure that any of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name, services or products in

any manner whatsoever with, an Event, a Session, Event Series or any ancillary event, any athlete, artist, team or further official participating in the Event, the Organiser, the Event Partner or any other affiliated body or event.

5.11.3. The Customer shall not, and shall ensure that any of its Guests shall not, before, during and after an Event:

use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;

conduct any promotional, advertising or marketing activity in connection with an Event, a Session, Event Series or any ancillary event, any athlete, artist, team or further official participating in the Event, the Organiser, the Event Partner or any other affiliated body or event; or

conduct any activity which the Event Partner and/or the Organiser reasonably believe may lead to an association between the Customer, any of its Guests and/or the Customer's or its Guests' name, services or products and an Event, a Session, Event Series or ancillary event, any athlete, artist, team or further official participating in the Event, the Organiser, the Event Partner or any other affiliated body or event.

5.11.4. The Customer shall not, and shall ensure that any of its Guests shall not:

develop, use or register any name, logo, trademark, symbol, service mark or other mark which may be inferred by the public as identifying with an Event, a Session, Event Series or ancillary event, any athlete, artist, team or further official participating in the Event, the Organiser, the Event Partner or any other affiliated body or event;

bring or cause to have brought any promotional, advertising or commercial items of any kind into a Venue or Hospitality Facility, including any banner, sign (including handheld lollipop signs) or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and any of its Guests shall refrain from wearing, in a Venue or Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which the Event Partner and/or the Organiser may reasonably regard as the conduct of a promotional, advertising or commercial activity; and

promote, sell, display or distribute any promotional, advertising or commercial items or services at a Venue or Hospitality Facility, such as any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by an Event Authority or, at the entrance of and within the Hospitality Facility, the Event Partner, and any person engaging in such activities is subject to ejection from the Venue and/or Hospitality Facility.

5.11.5. By using any component of a Hospitality Package to access the Hospitality Facility or the Venue and attend an Event, each Customer grants, and confirms that any of its Guests grants, the Event Partner, the Organiser and any third party authorised by any of these parties the unrestricted right and licence to use worldwide and in perpetuity the Customer's and Guests' image, likeness, actions, name, voice and statements in connection with any live or recorded broadcast or other transmission or reproduction of the Event, in whole or in part, or of a Session or Event Series by means of any media existing now or in the future, for any purpose and without compensation, consideration or notification. The Customer waives, and confirms that any of its Guests waives, in advance all rights and actions seeking to oppose such use.

5.11.6. Nothing in these Sales Terms and/or the Event Terms grants a Ticket Holder or holder of a Hospitality Access Pass the right to capture or produce any photographs, sounds, videos, other audio, visual or audio-visual material, accounts or descriptions of the Event, a Session, Event Series or any other content relating to the Event while attending the Hospitality Facility or the Venue other than for personal, non-commercial purposes. Any Event content captured or produced in contravention of this Section is strictly prohibited.

5.11.7. Any violation by the Customer and/or any of its Guests of the terms of this Section 5.11. represents a material breach of the Sales Agreement and these Sales Terms by the Customer. In such case:

the Event Partner is entitled to terminate with immediate effect the Sales Agreement pursuant to Section 5.15.2;

the Organiser or Venue Operator is entitled to exercise its rights pursuant to Section 5.15.3; and

the Customer shall be directly liable to the Event Partner and the Organiser for any direct and indirect damages suffered by the relevant party, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

5.12. Travel Bundles

5.12.1. Where a Customer's booking is for a Travel Bundle that is organised by a Tour Operator appointed by the Event Partner, DAIMANI or a DAIMANI Affiliate, such Tour Operator will act as the organiser and seller of the component elements of the Travel Bundle and the Customer will additionally be bound by specific terms and conditions governing the sale of the Travel Bundle.

5.12.2. The Customer agrees and acknowledges that the Event Partner, DAIMANI, the DAIMANI Affiliate, the Hospitality Sales Agent and/or the Organiser will not act as seller, and will not be the contractual party for the provision, of any Tour Operator Services comprised in the Travel Bundle. Accordingly, the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI

Affiliate, the Hospitality Sales Agent and the Organiser do not assume any whatsoever liability, and nothing under these Sales Terms shall be understood, interpreted and/or construed in a manner as the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agent and/or the Organiser assuming any whatsoever liability, in connection with the provision of any Tour Operator Services comprised in the Travel Bundle.

5.13. Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities

5.13.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND ANY OF ITS GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING AN EVENT, A SESSION OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATES, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENT, THE ORGANISER AND ANY EVENT AUTHORITY RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND ANY OF ITS GUESTS (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO, OR FROM AND OUTSIDE OF OR WITHIN THE VENUE AND HOSPITALITY FACILITY. NOTHING IN THIS SECTION IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE THE HOSPITALITY SALES AGENT OR ANY EVENT AUTHORITY.

AN INHERENT RISK OF EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DEASEASE EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING THE VENUE AND THE HOSPITALITY FACILITY. COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMICS, EPIDEMICS OR DEASEASES ARE EXTREMELY CONTAGIOUS DISEASES THAT CAN LEAD TO SEVERE ILLNESS, TEMPORARY AND PERMANENT DISABILITY, AND DEATH. PRE-EXISTING RISK FACTORS SUCH AS UNDERLYING MEDICAL CONDITIONS AND ADVANCED AGE MAY MAKE CERTAIN INDIVIDUALS PARTICULARLY VULNERABLE. BY ACCESSING THE VENUE AND/OR THE HOSPITALITY FACILITY, THE CUSTOMER CONFIRMS THAT IT AND ANY OF ITS GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE. THE CUSTOMER AND ANY OF ITS GUESTS SHALL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT THE EVENT AUTHORITIES MAY IMPLEMENT THROUGHOUT THE EVENT IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING COVID-19 ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE CUSTOMER OR ANY OF ITS GUESTS TO A REFUND OR ANY OTHER FORM OF COMPENSATION.

5.13.2. SUBJECT TO SECTION 5.13.4, THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENTS AND EACH OF THE EVENT AUTHORITIES HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE EVENT.

NEITHER THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENTS NOR ANY EVENT AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER EVENT AUTHORITY, THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE AND/OR THE HOSPITALITY SALES AGENTS (AS APPLICABLE). THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENT AND EACH EVENT AUTHORITY ARE RESPONSIBLE SOLELY FOR THEIR OWN ACTS AND OMISSIONS.

5.13.3. SUBJECT TO SECTION 5.13.4 AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENTS NOR ANY EVENT AUTHORITY SHALL BE LIABLE TO THE CUSTOMER AND/OR ANY OF ITS GUESTS FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT OR THESE SALES TERM. THE MAXIMUM LIABILITY OF THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENT AND ANY OF THE EVENT AUTHORITIES TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER, OR IN CONNECTION WITH, THE SALES AGREEMENT AND THESE SALES TERMS SHALL NOT EXCEED THE TOTAL PRICE PAID BY THE CUSTOMER TO THE EVENT PARTNER IN RESPECT OF THE SALES AGREEMENT.

5.13.4. NOTHING IN THE SALES AGREEMENT OR THESE SALES TERMS WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR ANY OF ITS GUESTS OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENT OR AN EVENT AUTHORITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5.13.5. THE CUSTOMER AND ANY OF ITS GUESTS ARE RESPONSIBLE FOR THE USE OF ITS TICKET HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND ANY OF ITS GUESTS SHALL INDEMNIFY AND HOLD HARMLESS THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENTS AND THE EVENT AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

ITS MISUSE OF A TICKET, A HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE); OR

THE MISUSE OF A TICKET, A HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE) BY A MINOR IF THE TICKET, HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE) WAS PROVIDED BY THE CUSTOMER; OR

THE MISUSE OF A TICKET, A HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE) BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR

INDIRECTLY, A TICKET, A HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE) THROUGH THE CUSTOMER AND ANY OF ITS GUESTS;

A VIOLATION OF THE EVENT TERMS, THE SALES AGREEMENT, THESE SALES TERMS, THE EVENT TERMS AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; AND/OR

ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET, A HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE).

THIS MEANS THAT IF A CUSTOMER OR ANY OF ITS GUESTS VIOLATES ANY TICKET, HOSPITALITY ACCESS PASS (IF APPLICABLE) AND/OR DIGITAL DAIMANI TICKET (IF APPLICABLE) RELATED RULES, THE CUSTOMER MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, THE HOSPITALITY SALES AGENTS AND/OR THE EVENT AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

5.13.6. THE CUSTOMER AND ANY OF ITS GUESTS ARE RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING TRAVEL, ANY FORM OF TRANSPORTATION AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND ANY OF ITS GUESTS AT THEIR OWN RISK AND THE EVENT PARTNER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE, HOSPITALITY SALES AGENT AND/OR THE EVENT AUTHORITIES SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND/OR ANY OF ITS GUESTS.

5.14. Unforeseen Circumstances

5.14.1. If an Event or a Session in respect of which the Hospitality Packages has been purchased is rescheduled or relocated owing to a Force Majeure Event, the Event Partner shall use reasonable efforts to arrange for corresponding Hospitality Services to be provided at the rescheduled or relocated Event or Session but will have no obligation to do so. The Event Partner reserves the right to make alterations to the times, dates and locations in connection with the delivery of Hospitality Services as a result of any such unforeseen circumstances. Subject to Section 5.14.2, in the event of a rescheduling or a relocation of an Event or Session, neither party shall be relieved from its obligations under the Sales Agreement, it being understood that the respective obligation (together with any payments) shall be transferred and applied instead to the rescheduled/relocated Event.

5.14.2. Regardless of the availability of the Hospitality Services, the rescheduling or relocation of an Event or Session owing to a Force Majeure Event or another circumstance outside the control of the Event Partner does not affect the validity of any Ticket, Hospitality Access Pass (if applicable) or Digital DAIMANI Ticket (if applicable) for such Event, Session or remaining part of an Event Series other than as specified in the Ticket Terms. The use of Tickets is exclusively governed by the Event Terms with respect to the rescheduling or relocation of the Event or Session.

5.14.3. If an Event in its entirety or part thereof (i.e. including a Session) is cancelled or is held behind closed doors due to a Force Majeure Event or another circumstance outside the control of the Event Partner (including but not limited to a safety and security concern or a decision made by an Event Authority), the terms and conditions of Sections 5.6.3 (ii) and (iii) shall apply respectively. Any such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.

5.15. Termination

5.15.1. In the event that the Price or the payment of any further amounts which are due and payable by the Customer is not received by the Event Partner in full for any reason or if the Customer gives the Event Partner notice in writing of its intention to cancel the Hospitality Package then, the Event Partner may upon giving notice to the Customer, in addition to all other rights and remedies available to it at law:

terminate the entire Sales Agreement, or alternatively, revoke its acceptance as regards the entire Sales Agreement;

terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Hospitality Packages only;

immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination or revocation;

retain, as a non-refundable deposit, any amounts paid by the Customer at the date of such termination or revocation;

charge the Customer interest on all amounts outstanding at five percent (5%) above 12-months "LIBOR" rate, respectively the corresponding Interbank Offered Rate (IBOR) replacing LIBOR, as it may vary from time to time from the date payment became due until actual payment is made;

terminate or suspend any of the Event Partner's obligations under the Sales Agreement; and/or

claim for all further losses and costs suffered by the Event Partner as a result of non-payment and/or late payment.

In any such case, the Customer shall be liable to the Event Partner for the Price in full and, save where otherwise agreed in writing by the Event Partner, shall not be entitled to a full or partial refund of the Price. The Event Partner retains the right to claim damages which are in excess of the amounts specified above.

5.15.2. In the event of a violation or breach of any term of the Event Terms, the Sales Agreement, these Sales Terms or any other relevant laws or by-laws, the Event Partner shall, in addition to all other rights and remedies that the Event Partner may have, retain the right to:

terminate the Sales Agreement in whole or in part immediately without further notice;

render null and void any applicable Hospitality Access Pass (if applicable) or Digital DAIMANI Ticket (if applicable);

terminate the agreement regarding the sale of Ticket(s) forming part of the Hospitality Package and render null and void the Ticket(s) comprised in the Hospitality Package;

refuse entry into the Venue and/or Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility;

enforce the Sales Agreement and/or claim damages; and/or

notify governmental authorities of a violation of the provisions of the Event Terms, these Sales Terms and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

5.15.3. In the event of a violation or breach of any term of the Event Terms or any other relevant laws or by-laws, the Organiser, the Venue Operator or the Event Partner acting on the Organiser's or Venue Operator's behalf, shall, in addition to all other rights and remedies that the Organiser may have, retain the right to:

terminate, in whole or in part, the agreement regarding the sale of Ticket(s) forming part of the Hospitality Package;

cancel, or render null and void, any Ticket forming part of the Hospitality Package; and/or

refuse entry into the Venue and/or the Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility.

The Event Partner, DAIMANI and/or the DAIMANI Affiliate are entitled to terminate, in whole or in part, the Sales Agreement if the Organiser or Venue Operator has exercised any of its rights under this Section.

5.15.4. In addition to laws applicable in other countries, the national, state or municipal government in the country where a Venue is located may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes (if applicable) in violation of the Event Terms, the Sales Agreement, these Sales Terms or any other relevant laws or by-laws. The Customer and any of its Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes (if applicable).

5.15.5. Further to other termination rights granted under the Event Terms and the corresponding right to cancel Hospitality Packages reflected in these Sales Terms, the Event Partner, DAIMANI and/or the DAIMANI Affiliate shall have the right to cancel any Hospitality Package in the event of:

an insolvency, bankruptcy filing or liquidation of the Customer;

the appointment of an administrator in respect of the Customer;

the Customer entering into an arrangement with its creditors; or

any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Price of the Hospitality Package;

provided that any such events occur prior to receipt by the Event Partner of the full Price of the Hospitality Package.

5.15.6. In the event of termination of the Sales Agreement or cancellation of any Ticket comprised in the Hospitality Package, any payment made by the Customer, whether in full or in part, will be retained by the Event Partner as partial compensation for the administration, cancellation fees and production costs and/or instead of damages or other compensation. The Event Partner nevertheless retains the right to sue for a higher level of applicable damages.

5.15.7. The termination of the Sales Agreement for any reason whatsoever shall not affect any provision of the Sales Agreement which is intended to survive its termination, nor prejudice or affect the rights of either party against the other in respect of any breach of the Sales Agreement, or in respect of any monies payable by the Customer to the Seller in respect of any period prior to termination.

5.16. Miscellaneous

5.16.1. If there is any inconsistency between the provisions of these Sales Terms and the Event Terms with respect to any matter pertaining to the use of a Ticket at a Venue, the Event Terms shall apply and will prevail over the terms of these Sales Terms.

5.16.2. The Customer agrees to indemnify and hold harmless the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agents and any of the Event Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:

any claim by any of its Guests against the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agent or an Event Authority in connection with any purported breach by the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agents and/or any of the Event Authorities of the Sales Agreement; and

any activity conducted by the Customer or any of its Guests which causes damage to the Event Partner, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Hospitality Sales Agents and/or any of the Event Authorities or to the enjoyment of Hospitality Packages by any other Customer or Guest.

5.16.3. Without limiting the ability of the Organiser and the Venue Operator to modify the Event Terms, the Sales Agreement shall not be amended or modified, and no provision hereof shall be

deemed to have been waived by either party, except by a written instrument signed by both the Event Partner and the Customer.

6. SALE OF EVENT SERVICES

6.1. Purpose and Applicability of Section 6

6.1.1. The Service Terms in this Section 6 apply to, and govern:

in case of a Referral Transaction, the Application Process for the sale of Event Services by Registered Users and Guest Users; and

in case of a Resale Transaction, the sale to Registered Users and Guest Users

and their invitation to place via the Marketplace their offer to purchase the Event Services of their liking. Event Services may comprise Tour Operator Services and/or Ancillary Services.

6.1.2. By completing the Application Process and clicking the Acceptance of Terms and Conditions Box, each Customer confirms that it has read, understood and accepts these Service Terms and agrees to be irrevocably and unconditionally bound by these Service Terms. These Service Terms shall, in any case, prevail over any other terms that the Customer may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by the Seller or by DAIMANI and/or a DAIMANI Affiliate.

6.1.3. By operating the Marketplace, in case of a Referral Transaction DAIMANI and a DAIMANI Affiliate provide Sellers the opportunity to advertise, market, sell and promote their Event Services and invite Registered Users and Guest Users to place their offer to purchase such Event Services. In such case, neither DAIMANI nor any DAIMANI Affiliate act as Seller of any Event Services, as Tour Operator or as Ancillary Service Provider. In case of a Resale Transaction DAIMANI or a DAIMANI Affiliate act as Seller of any Event Services, as Tour Operator or as Ancillary Service Provider and advertise, market, sell and promote their Event Services and invite Registered Users and Guest Users to place their offer to purchase such Event Services.

6.1.4. Each Customer acknowledges and agrees that:

DAIMANI and/or a DAIMANI Affiliate reserve the right to amend these Service Terms and the manner in which the Customer is invited to submit on the Marketplace an Order for the purchase of Event Services;

a Seller (i.e. if different from DAIMANI or a DAIMANI Affiliate) in connection with any Referral Transaction may issue its own Seller Regulations and

the Seller, including DAIMANI and the DAIMANI Affiliate may issue Event-specific Seller Regulations.

In such case, DAIMANI will publish such updated version of these Service Terms, the own Seller Regulations of the Seller or the Event-specific Seller Regulations on the relevant Event Page. The

Seller Regulations issued by the respective Seller, including DAIMANI or a DAIMANI Affiliate shall become integral part of the Service Agreement.

In the event of any discrepancy between these Service Terms and either the updated terms for invitation to submit an Order for the purchase of Event Services, the Seller Regulations issued by the Seller or Event-specific Seller Regulations, the updated terms for invitation to submit an Order for the purchase of Event Services, the Seller Regulations issued by the Seller or the Event-specific Seller Regulations (as applicable) shall prevail and will be applied to resolve all questions of interpretation and application with respect to any matters regarding the sale of the Event Services.

6.2. Application Process

6.2.1. The Application Process for the purchase of Event Services is described on the relevant Event Page. The Application Process involves a number of steps varying whether You are a Registered User or a Guest User as follows:

In the event You are a Registered User:

selecting the Event Services of your choice by clicking the “Add to basket” button on the relevant Event Page;

clicking the “Proceed with Checkout” button in the “Shopping Basket” section;

signing in as Registered User; and

clicking the Acceptance of Terms and Conditions Box(es); and

completing and submitting an Order to the WebApp by clicking the “Place Order” button.

In the event You are a Guest User and wish to proceed with a Guest Checkout:

selecting the Event Services of your choice by clicking the “Add to basket” button on the relevant Event Page;

clicking the “Proceed with Checkout” button in the “Shopping Basket” section;

providing Your personal data;

providing Your delivery address and delivery contact;

providing Your payment details on the WebApp;

clicking the Acceptance of Terms and Conditions Box(es); and

completing and submitting an Order to the WebApp by clicking the “Place Order” button.

6.2.2. Upon clicking the Acceptance of Terms and Conditions Box, DAIMANI will send You an Order Confirmation. Neither the completion of the Application Process, nor Your receipt of the Order Confirmation guarantees the availability, or the acceptance by the Seller of the purchase, of the Event Services which a Customer has ordered.

Completion of the Application Process constitutes an irrevocable and binding offer by the Customer to the Seller to purchase Event Services for which the Customer has applied. Such offer may be accepted or rejected by the Seller at its sole discretion. Any template Order form, any other order form provided by DAIMANI or a DAIMANI Affiliate on behalf of a Seller to the Customer, or any other information stated on the Marketplace will not, under any circumstances, constitute an offer or public offer by the Seller or by DAIMANI and/or a DAIMANI Affiliate if not acting as Seller.

6.2.3. If the Seller elects to accept the Customer's offer, it will confirm its acceptance by issuing to the Customer a Confirmation of Purchase. In case of a Referral Transaction, the Confirmation of Purchase may be issued by DAIMANI or a DAIMANI Affiliate on behalf of the Seller. The receipt of the Confirmation of Purchase by the Customer constitutes the conclusion of the Service Agreement.

6.3. Order

6.3.1. The Order form to be used by the Customer is made available on the relevant Event Page by the Seller, by DAIMANI or a DAIMANI Affiliate, both if acting as Seller. The Customer is solely responsible for the accurate content of its Order, including the correctly completing and providing all information required by the Seller under the Application Process including the full completion and timely submission of the Order. The Seller reserves the right to reject any applications which are incomplete or incorrect.

6.3.2. The Seller, DAIMANI, a DAIMANI Affiliate or any shareholder of a DAIMANI Affiliate shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, lost or incomplete applications or failure to communicate with any Customer by e-mail due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Customer's e-mail. Any acceptance by the Seller is based on the assumption that all information provided by the Customer as part of its Order is fully accurate and correct. In the event that, at any time subsequent to the Seller's acceptance of the Customer's Order, the Seller detects in the content provided by the Customer any inaccuracy or deviation from the Seller's standard for the Order such acceptance shall not be deemed nor construed as the Seller's acceptance of such inaccuracy or deviation from the standard Order form and the Seller may, fully or partially, terminate the Service Agreement.

6.3.3. If an Order is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Order and clicks the Acceptance of Terms and Conditions Box agrees, represents and warrants to the Seller that he or she has the legal capacity and authority to bind the company or legal entity indicated in the Order. The individual agrees, represents and warrants to the Seller that he or she is of legal age to enter into binding agreements. The Seller Agreement will be entered into by the company or other legal entity and the Seller.

6.4. Service Agreement

6.4.1. DAIMANI or a DAIMANI Affiliate as identified on the relevant Event Page may:

in respect to a Resale Transaction, act as the Seller and enter in the Service Agreement in their own name and own behalf; or

in respect to a Referral Transaction, refer the Order submitted by the Customer to the Seller.

The relevant Event Page describes the role of DAIMANI or a DAIMANI Affiliate in respect of the sale of the Event Services and identifies the name and the city/country legal address of the relevant Seller. Whenever DAIMANI or a DAIMANI Affiliate is not named on the Event Page as Seller in respect of the sale of the Event Services selected by You (Referral Transaction), DAIMANI or a DAIMANI Affiliate (as applicable) refer the sale of Event Services to the third-party Seller identified on the relevant Event Page. In such case, further information on the Seller is provided in the Seller Regulations made available on the relevant Event Page.

6.4.2. Each Service Agreement shall consist of, and incorporate the terms of the following documents which all form an integral part of the Service Agreement:

the Order;

the Confirmation of Purchase;

these Service Terms;

the Seller Regulations issued by the Seller, if different from DAIMANI or a DAIMANI Affiliate; and specific terms and conditions governing the sale of a Travel Bundle (if applicable) or the sale of Event Services.

Each Service Agreement will be governed by these Service Terms, respectively the Seller Regulations published on the relevant Event Page and in force at the date on which the Customer completes the Application Process and clicks the Acceptance of Terms and Conditions Box. The Seller may also at any time and without notice change the scope, pricing and availability of future Event Service product offerings.

6.4.3. Any other samples, drawings, descriptive matters or advertising issued by the Seller, DAIMANI or a DAIMANI Affiliate, whether or not available on the Marketplace, and any illustrations or descriptions of the Event Services contained in catalogues or brochures of the Seller, DAIMANI or a DAIMANI Affiliate are issued, displayed or published for the sole purpose of giving an approximate idea of the Event Services and shall not, under any circumstance, constitute an offer, public offer, representation or warranty by the Seller, DAIMANI and/or a DAIMANI Affiliate. They shall not form part of the Services Agreement or have any contractual force.

6.4.4. The Service Agreement represents the sole and complete statement of the respective rights and obligations of the Seller and the Customer with regard to the sale by the Seller and purchase by

the Customer of the Event Services. The Service Agreement supersedes and extinguishes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Event Services which are the subject of the Confirmation of Purchase.

6.4.5. All sales of Event Services under a Service Agreement are final and binding on the Customer.

6.4.6. Within seven (7) days of the date of the Seller issuing its Confirmation of Purchase to the Customer, the Seller may terminate and cancel the Service Agreement, for any reason, on written notice to the Customer and refund to the Customer all sums paid by the Customer under the Service Agreement before termination and cancellation.

6.5. Event Services

6.5.1. The scope of the Event Services made available to the Customer by the Seller will be outlined and described on the relevant Event Page. Unless otherwise accepted by the Seller, the Customer may not, following the conclusion of the Service Agreement, request substitutions for, or alterations to, any Event Services.

6.5.2. Except for Tour Operator Services offered as part of a Travel Bundle, the Seller, DAIMANI and/or the DAIMANI Affiliate cannot guarantee, and nothing under these Service Terms shall be interpreted or construed as the Seller, DAIMANI and/or the DAIMANI Affiliate guaranteeing the availability of Tickets or Hospitality Packages for an Event and/or a Session of the Customer's choice. Should a Customer purchase Event Services, but fails to purchase a Ticket and/or a Hospitality Package for the Event of its choice, this does not change the value of the Event Services which the Customer is entitled to receive and does not entitle the Customer to terminate the Service Agreement or to any refund, further compensation or reduction of the Price.

6.5.3. These Service Terms do not govern the use of any other personalised identification documents or certificates that may be required in connection with an Event or for benefitting from the Event Services, for instance due to the COVID-19 pandemic or similar reasons. Neither the Seller, nor DAIMANI, the DAIMANI Affiliate and/or any shareholder of a DAIMANI Affiliate assume any liability or responsibility in respect of the application, issuance and use of any such personalised identification documents or certificates. With this respect, the Seller, DAIMANI, the DAIMANI Affiliate and/or any shareholder of a DAIMANI Affiliate shall incur no whatsoever liability for:

a failure to perform or improper performance of the Seller's obligations (except for the cases of wilful misconduct) under the Service Agreement; and/or

any damage incurred by the Customer and/or any of its Guests in case where such failure to perform or improper performance of obligations took place.

6.5.4. Customers or any of their Guests who require special assistance due to a disability or limited mobility (including wheelchair seating or wheelchair access to benefit from Event Services) must promptly notify the Seller as soon as reasonably practical, during or following the Application Process. The Seller will use reasonable efforts to provide such special assistance and the best level of service possible (subject to availability).

6.5.5. The Customer voluntarily enters in the Service Agreement acknowledging that the Price shown on the Marketplace is a final and all-inclusive price. There are no hidden or delayed charges. The Price includes the Event Services listed on the Event Page. Anything not specifically listed on the relevant Event Page as being included in the Price and the Event Services is extra, and You may need to pay third parties, such as the Seller directly in the case You would want to buy such additional services. Therefore, we advise You to read the full details of the Event Service description carefully.

6.6. Cancellation, Adjustment and Refund

6.6.1. Once the purchase of the Event Services is completed and You have received the Confirmation of Purchase, the Seller is solely responsible for revision, adjustment, or cancellation of Your purchase. The decision and conditions for, and handling of, the refund, reimbursement or exchange of purchased Event Services is made by the Seller and, in case of a Referral Transaction, not by DAIMANI or the DAIMANI Affiliate. Please note that You may be charged for Your cancellation in accordance with the Seller Regulations. We recommend that You read the Seller Regulations carefully prior to placing Your Order.

6.6.2. It is Your responsibility to ascertain whether an Event that You wish to attend has been cancelled and the date and time of any rearranged or postponed Event. If the Event is cancelled or rescheduled, it lies exclusively in Your responsibility to inform You in due time. However, in case of a Travel Bundle we will do whatever we can to notify Customers of the cancellation or rescheduling once we have received the relevant information and authorization from the Event Partner.

6.6.3. No refunds of any amounts paid by the Customer to the Seller will be made to the Customer under any circumstances, except with respect to the cancellation of any Event Services in the circumstances described in Section 6.4.6. No interest shall be payable in relation to any such refunds payable to the Customer under the Service Agreement. Refunds payable shall be made no later than thirty (30) days after the date on which the Event Service has been cancelled.

6.7. Delivery of Event Services

6.7.1. The Seller will be responsible for the provision and delivery of the Event Services pursuant to the Service Agreement. The Customer will be notified by telephone, e-mail or in writing of the arrangements for (using the details provided by the Customer at the time of Confirmation of Purchase) collection of vouchers or tickets if this becomes necessary. Where there is not enough time to deliver vouchers or tickets, the Customer will be told at the point of purchase the arrangements for their collection.

In case of a Referral Transaction, neither DAIMANI, nor the DAIMANI Affiliate, nor any shareholder of a DAIMANI Affiliate will be responsible or liable in any way to a Customer or any third party as a result of any non- or mal-performance or late delivery of any Event Services for any reason whatsoever.

6.7.2. Neither the Seller, nor DAIMANI, nor the DAIMANI Affiliate and/or any shareholder of a DAIMANI Affiliate will be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a voucher or ticket necessary to enjoy the Event Services which arises as a result of a failure of and/or interruption to any delivery services or failure, act or omission of any third party supplier or local authority or government department.

6.7.3. Unless agreed in writing by the Seller, any vouchers or tickets necessary to enjoy the Event Services will not be delivered to post office boxes. The Customer is required to provide a street address as well as the name and contact details of an individual which has been expressly authorised to take delivery of the vouchers or tickets. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every voucher or ticket and to notify the Seller of any change in the proposed delivery address.

6.7.4. Neither the Seller, nor DAIMANI, nor the DAIMANI Affiliate, nor any shareholder of a DAIMANI Affiliate shall be responsible or liable in any way to the Customer and its Guests for any lost, stolen, damaged, destroyed, forgotten or mutilated vouchers or tickets or other component of the Event Service once received or collected by the Customer. Duplicate vouchers or tickets may only be issued at the discretion of the Seller. If duplicates are issued, a reasonable administration charge may be levied.

6.8. Data

6.8.1. The Customer shall comply with the directives of the Seller, DAIMANI and/or the DAIMANI Affiliate with regard to the provision and use of individual or personal data for itself and any of its Guests.

6.8.2. The personal data provided to the Seller, DAIMANI or the DAIMANI Affiliate and/or any authorised third party will, subject to applicable law, be used, processed, stored, and transferred to

third parties (including but not limited to cross-border transfer) designated by the Seller (located both within and outside of Switzerland and the country/state where the Venue is located) for purposes relating to:

Event Service sales procedures; and

any relevant safety and security measures.

You agree to DAIMANI's or the DAIMANI Affiliate's use of such personal data, in accordance with our Privacy Policy set out at <https://www.daimani.com/privacy>. It is the responsibility of the Customer to obtain the consent of any of its Guests to use his personal data for the purposes described above.

6.8.3. Customers may update, correct or amend their personal data or the personal data of any of their Guests by contacting the Seller in writing. If an Order is rejected by the Seller or the Service Agreement is cancelled or terminated (for whatever reason), the Customer may request deletion of its personal data provided in connection with the Order by contacting the Seller in writing.

6.9. Acceptance of Risk and Limitations on Liability

6.9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND ANY OF ITS GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE USING THE EVENT SERVICES AND WAIVES ANY CLAIMS AGAINST THE SELLER, DAIMANI, THE DAIMANI AFFILIATE AND ANY SHAREHOLDER OF A DAIMANI AFFILIATE RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND ANY OF ITS GUESTS (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO THEIR PERSONAL SAFETY OR PROPERTY LOSS IN CONNECTION WITH THE USE OF THE EVENT SERVICES. NOTHING IN THIS SECTION IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE SELLER, DAIMANI, THE DAIMANI AFFILIATE OR ANY SHAREHOLDER OF A DAIMANI AFFILIATE.

AN INHERENT RISK OF EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DEASEASE EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING THE FACILITIES USED TO PROVIDE THE EVENT SERVICES. COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMICS, EPIDEMICS OR DEASEASES ARE EXTREMELY CONTAGIOUS DISEASES THAT CAN LEAD TO SEVERE ILLNESS, TEMPORARY AND PERMANENT DISABILITY, AND DEATH. PRE-EXISTING RISK FACTORS SUCH AS UNDERLYING MEDICAL CONDITIONS AND ADVANCED AGE MAY MAKE CERTAIN INDIVIDUALS PARTICULARLY VULNERABLE. BY ACCESSING THE FACILITIES USED TO PROVIDE THE EVENT SERVICES, THE CUSTOMER CONFIRMS THAT IT AND ANY OF ITS GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE. THE CUSTOMER AND ANY OF ITS GUESTS SHALL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT THE SELLER OR ANY SERVICE PROVIDER COOPERATING WITH THE SELLER MAY IMPLEMENT THROUGHOUT THE PROVISION OF EVENT SERVICES IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING COVID-

19 ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE CUSTOMER OR ANY OF ITS GUESTS TO A REFUND OR ANY OTHER FORM OF COMPENSATION.

6.9.2. SUBJECT TO SECTION 6.9.6, THE SELLER, DAIMANI, THE DAIMANI AFFILIATE AND EACH OF THE SUPPLIERS OF THE SELLER HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE PROVISION OF THE EVENT SERVICES. NEITHER THE SELLER, DAIMANI, THE DAIMANI AFFILIATE, NOR ANY SHAREHOLDER OF A DAIMANI AFFILIATE NOR ANY SUPPLIER SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER SUPPLIER, THE SELLER, DAIMANI AND/OR THE DAIMANI AFFILIATE (AS APPLICABLE). THE SELLER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE AND SUPPLIER ARE RESPONSIBLE SOLELY FOR THEIR OWN ACTS AND OMISSIONS.

6.9.3. IN CASE OF A RESALE TRANSACTION, DAIMANI OR THE DAIMANI AFFILIATE PROVIDE TRAVEL MANAGEMENT SERVICES AND DOES NOT GUARANTEE OR INSURE THE SERVICES TO BE PROVIDED BY ANY SUPPLIER, THE FINANCIAL POSITION OF SUCH SUPPLIERS OR THE REIMBURSEMENT TO YOU FROM ANY LOSS EXPERIENCED AS A RESULT OF THE FINANCIAL CONDITION OF SUCH SUPPLIER. IN THE EVENT THAT A SUPPLIER DEFAULTS PRIOR TO PROVIDING THE SERVICE TO YOU FOR WHICH PAYMENT HAS BEEN MADE, THE SOLE RECOURSE FOR REFUND SHALL BE WITH THE DEFAULTING SUPPLIER, FROM INSURANCE COVERING SUCH DEFAULTS IF ANY OR FROM OTHER RESPONSIBLE THIRD PARTY UNLESS SUCH WAS CAUSED BY DAIMANI OR THE DAIMANI AFFILIATE. IN THOSE SITUATIONS IN WHICH A SUPPLIER DEFAULTS PRIOR TO PROVIDING SERVICES YOU MAY PURSUE ANY RECOURSE AGAINST THE SUPPLIER FOR REFUND, WHICH MAY BE PERMITTED BY LAW OR STATUTE. DAIMANI AND THE DAIMANI AFFILIATE WARRANTS THAT IT PROVIDES THE HIGHEST STANDARDS OF SERVICE IN THE TRADE AND WILL USE APPROPRIATE CARE IN SELECTING SUPPLIERS SO AS TO PROTECT YOU FROM SUCH DEFAULT.

6.9.4. EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER DAIMANI NOR THE DAIMANI AFFILIATE, NOR ANY SHAREHOLDER OF A DAIMANI AFFILIATE ASSUME ANY RESPONSIBILITY FOR ACTIONS RELATING TO TRAVEL SERVICES BEYOND THE CONTROL OF DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE OR THEIR RESPECTIVE EMPLOYEES. DAIMANI, THE DAIMANI AFFILIATE, OR ANY SHAREHOLDER OF A DAIMANI AFFILIATE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DAMAGE, DELAY, NON-PERFORMANCE, IRREGULARITY, OR ANY CONSEQUENCE THEREOF, WHICH MAY BE OCCASIONED THROUGH NEGLIGENCE, OR DEFAULT OR ANY OTHER ACT OR INACTION OF ANY SUPPLIER OF EVENT SERVICES. DAIMANI, THE DAIMANI AFFILIATE AND/OR ANY SHAREHOLDER OF A DAIMANI AFFILIATE SHALL NOT BE LIABLE FOR ANY FLUCTUATION IN PRICE OR CHANGE IN SCHEDULE OR EQUIPMENT OR ACCOMMODATIONS FOR ANY TRAVEL SERVICE, WHICH OCCURS SUBSEQUENT TO PAYMENT FOR SUCH SERVICE. DAIMANI, THE DAIMANI AFFILIATE OR ANY SHAREHOLDER OF A DAIMANI AFFILIATE HAVE NO CONTROL OVER AND ASSUME NO LIABILITY FOR THE ACTIONS OF THE SUPPLIERS FROM WHOM IT OBTAINS TRAVEL PRODUCTS.

6.9.5. SUBJECT TO SECTION 6.9.6 AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE SELLER, DAIMANI NOR THE DAIMANI AFFILIATE, NOR ANY SHAREHOLDER OF A DAIMANI AFFILIATE SHALL BE LIABLE TO THE CUSTOMER AND/OR ANY OF ITS GUESTS FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR ANY BREACH OF THESE SERVICE TERMS. THE MAXIMUM LIABILITY OF THE SELLER, DAIMANI, THE DAIMANI AFFILIATE AND ANY SHAREHOLDER OF A DAIMANI AFFILIATE TO THE CUSTOMER AND/OR ITS GUESTS IN CONTRACT OR OTHERWISE UNDER, OR IN CONNECTION WITH, THESE SERVICE TERMS SHALL NOT EXCEED THE TOTAL PRICE PAID BY THE CUSTOMER TO THE SELLER IN RESPECT OF THE SERVICE AGREEMENT.

6.9.6. NOTHING IN THESE SERVICE TERMS WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR ANY OF ITS GUESTS OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY THE SELLER, DAIMANI, THE DAIMANI AFFILIATE, ANY SHAREHOLDER OF A DAIMANI AFFILIATE OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6.10. Miscellaneous

6.10.1. Irrespective of their respective roles with respect to the advertising, marketing, sale and promotion of Event Services on the Marketplace, the Customer agrees and acknowledges that DAIMANI, the DAIMANI Affiliates and any shareholder of a DAIMANI Affiliate are not, and nothing under these Service Terms shall be interpreted or construed as DAIMANI, the DAIMANI Affiliates and any shareholder of a DAIMANI Affiliate being, jointly and severally liable to the Customer and/or its Guests for their respective acts and omissions.

7. PAYMENT TERMS

7.1. The relevant Event Page provides You with all payment information, including:

the Invoicing Currency; and

whether an Instant Payment and/or a Deferred Payment is requested or accepted by the Event Partner or the Seller.

If permitted by the Event Partner or Seller, by completing the Application Process and placing Your Order You may select to either make an Instant Payment or a Deferred Payment. In any case, all payments of the Price must be received in full in the Invoicing Currency and, in case of a Deferred Payment, by the relevant due dates.

7.2. We allow You to choose in which currency You want to see the Prices on the Marketplace (Selected Payment Currency). The Selected Payment Currency is based on the Invoicing Currency and

the Applicable Exchange Rate and contains all related DAIMANI fees and charges. When the Selected Payment Currency is the same as the Invoicing Currency there is no conversion done by us.

7.3. If You select an Instant Payment:

we allow You to choose also in which currency You are paying;

by completing the Application Process, You authorise:

in a Resale Transaction DAIMANI or the DAIMANI Affiliates; or

in a Referral Transaction, either DAIMANI or the DAIMANI Affiliates on behalf of the Event Partner or the Seller (i.e. if not DAIMANI or the DAIMANI Affiliate) or the Event Partner or the Seller directly,

to take payment of the full Price from the Accepted Card without further notice. You are responsible for ensuring that there are sufficient funds available on the Accepted Card at the time any payment is taken by the Event Partner or the Seller;

payment in full of the Price of the Hospitality Packages or Event Services (as applicable) may be irrevocably debited from the Customer's account and credited to the DAIMANI's, the DAIMANI Affiliate's, the Event Partner's or Seller's account prior to issuance to the Customer of the Confirmation of Purchase; and

Your payment will be securely processed by our third-party payment processor in the Selected Payment Currency. When the Selected Payment Currency is different from the currency of Your bank or payment service, Your own bank or payment service may charge You additional fees.

7.4. If You select a Deferred Payment, You will be requested to transfer the amount in the Invoicing Currency, regardless of the Selected Payment Currency You have chosen on the Marketplace. Please be aware that the displayed Price on the relevant Event Page in the Selected Payment Currency is in no way binding and shows only the approximate costs in the Selected Payment Currency. The exchange rate may change before You pay, and Your bank may charge You additional fees for these transactions.

7.5. While we try to ensure that all Prices displayed on the Marketplace are accurate, errors may occur. If we discover an error in the Price of the Hospitality Packages or Event Services You have ordered, we will inform You as soon as possible and give You the option of reconfirming Your Order at the correct Price (and credit or debit Your account as applicable) or cancelling Your Order. If we are unable to contact You, You agree to pay the correct Price. If You choose to cancel after You have already paid the incorrect Price of the Hospitality Package or Event Service, You will receive a full refund.

7.6. Any VAT and/or other consumption or applicable local tax, fees or dues (which is payable either at the time of the submission of the Order or thereafter) will be reflected in the Confirmation of Purchase and/or relevant invoice at the applicable rate and shall be payable by the Customer in

addition to the Price. For the avoidance of doubt, the Event Partner or Seller may charge VAT and/or other consumption or applicable local tax, fees or dues retrospectively after the date of an invoice in the event of any changes in applicable laws.

7.7. Any and all bank or wire payment, currency conversion, currency exchange control, credit card charge (incurred by the Customer as a result of the payment) or other charges incurred in connection with any payment will be the sole responsibility of, and shall be fully borne and payable by, the Customer in addition to the Price.

7.8. The misuse of an Accepted Card or use without authorisation of the legal holder of the Accepted Card is viewed in the most serious manner by DAIMANI, the Event Partner and the Seller. DAIMANI, the Event Partner and the Seller reserve the right to take legal action against those committing or attempting to commit online fraud, or similar criminal or civil offence.

7.9. DAIMANI, the DAIMANI Affiliate, the Event Partner and the Seller reserve the right to refuse to process payments in respect of Customers with a prior history of questionable charges or where they reasonably believe a sale may result in a breach of the Sales Agreement or the Service Agreement (as applicable). DAIMANI, the DAIMANI Affiliate, the Event Partner and/or the Seller may carry out such checks as they consider appropriate before processing an Accepted Card payment for security purposes. As part of such checks, the Customer grants to the Event Partner, the Seller, DAIMANI and the DAIMANI Affiliate the right to disclose personal data to third parties for the purposes of carrying out these security checks. The Customer acknowledges and agrees that the Event Partner, the Seller, DAIMANI, the DAIMANI Affiliate and/or any shareholder of a DAIMANI Affiliate will not be liable for any damages resulting from its decision not to process a payment. The Customer explicitly approves the transfer of their personal data in this context.

8. GIFT CARDS

8.1. For Your convenience we also issue Gift Cards. If You wish to buy a Gift Card You will be asked to select the desired amount as well as the Gift Card Currency. When purchasing a Gift Card, You may select to pay in any Selected Payment Currency irrespective of the Gift Card Currency. Gift Cards can be purchased using Instant Payment or Deferred Payment. Once we have been able to confirm that Your payment has been fully received, we will dispatch the Gift Card by e-mail in PDF format (containing an unique digital code) within a reasonable time frame. Purchasing a Gift Card is final once we have sent You the Gift Card by e-mail. Upon receipt of the Gift Card, You are asked to check the Gift Card immediately. You must notify us in writing within three (3) working days in case of discrepancies between the Gift Card delivered and the Gift Card ordered as well as in case of other complaints regarding the Gift Card.

8.2. Dispatched Gift Cards can be used to purchase Hospitality Packages and/or Event Services on the Marketplace by applying the 16-digit code at the final step of the checkout process. If the Price of the Hospitality Package or Event Services is higher than the credit on the Gift Card, You can pay the outstanding amount using Instant Payment. If the Price of the Hospitality Package or Event

Services is lower than the credit on the Gift Card, any remaining credit on the Gift Card will not be paid out in cash but can be used for another purchase.

8.3. In order to redeem the Gift Card make sure to apply the correct 16-digit code and select the same Selected Payment Currency as the Gift Card Currency. If the Price of the Hospitality Package is higher than the credit on the Gift Card, the Selected Payment Currency of the outstanding amount must remain the same as the Gift Card Currency.

8.4. A Gift Card expires within eighteen (18) months after its issuance by DAIMANI. A Gift Card is not personal and may be transferred.

8.5. We may issue coupons. Such coupons can be used to purchase Hospitality Packages and/or Event Services. Any remaining credit will not be paid out in cash, but can be used at a later date for another purchase.

9. MISCELLANEOUS

9.1. Should any provision(s) of these Terms and Conditions be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

9.2. These Terms and Conditions (together with its component parts) have been drafted in English language. In the event of any discrepancy between the English and any other language version of these Terms and Conditions the English text will prevail and will be used to resolve all questions of interpretation and application.

9.3. Any failure by DAIMANI or a DAIMANI Affiliate to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

9.4. Except as otherwise stated on the relevant Event Page, these Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of Switzerland, any choice of law principles and the Vienna Convention on the International Sale of Goods (CISG) being expressly excluded

9.5. For any complaints regarding the WebApp or our services, please contact us here; privacy@daimani.com. If any dispute arises with respect to these Terms and Conditions, including any disputes as to the conclusion, binding effect, amendment and termination of the Terms and Conditions and/or a Sales Agreement, the Event Partner, Seller, DAIMANI and/or the DAMAINI Affiliate and the Customer shall each use their respective reasonable endeavours to consult or

negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties. If the disputing parties do not resolve any such dispute within twenty (20) working days from the date on which negotiations are initiated, the exclusive venue of jurisdiction for all disputes arising from, or in connection with these Terms and Conditions and the Sales Agreement shall be the competent courts of the business seat of the Event Partner, Seller, DAIMANI or the DAMAINI Affiliate (depending on the disputing parties) whereas the parties shall be entitled to sue the respective other party at the business seat of such other party. In case of DAIMANI, the exclusive venue of jurisdiction for all any disputes arising from, or in connection with these Terms and Conditions and/or a Sales Agreement shall be the Court of Commerce (Handelsgericht) in Zurich, Switzerland.

9.6. In any legal dispute, to the fullest extent permitted under the applicable laws, the competent court may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. ANY USER AND CUSTOMER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE LEGAL PROCEDURE.

9.7. Any User and Customer agrees to indemnify and hold harmless the Event Partner, Seller, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate the Hospitality Sales Agents and any of the Event Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to any activity conducted by the User and/or Customer or any of its Guests which infringes the intellectual property rights of the Event Partner, Seller, DAIMANI, the DAIMANI Affiliate, any shareholder of a DAIMANI Affiliate, the Organiser and/or the Venue Operator.

9.8. A notice under or in connection with these Terms and Conditions must be in writing and must be delivered personally or sent by overnight mail delivery service or by PDF attached to an e-mail to the party due to receive the notice. The DAIMANI's address and e-mail details are those specified on the WebApp.