

GENERAL AND BUSINESS TERMS AND CONDITIONS AND COMPLAINT PROCEDURE GOVERNING THE PROVISION OF A SERVICE INVOLVING SALES OF ADMISSION TICKETS FOR SPORTING-, CULTURAL- AND OTHER EVENTS THROUGH THE TICKET

GENERAL AND BUSINESS TERMS AND CONDITIONS AND COMPLAINT PROCEDURE GOVERNING THE PROVISION OF A SERVICE INVOLVING SALES OF ADMISSION TICKETS FOR SPORTING-, CULTURAL- AND OTHER EVENTS THROUGH THE TICKETPORTAL SALES NETWORK

(hereinafter referred to as the “Terms and Conditions”)

Subject matter of Terms and Conditions

These Terms and Conditions of IRSnet CZ s.r.o., Company ID No.: 26732122, with a registered seat on Politických vězňů 934/15, Nové Město, 110 00 Prague 1, incorporated in the Companies Register administered by the Municipal Court in Prague under Section C, Rider 90221 (hereinafter referred to as “IRSnet”), govern the rights and obligations between IRSnet and third parties consequent upon sales of Admission Tickets for sports-, cultural- and other events through the TICKETPORTAL sales network, operated by IRSnet CZ, s.r.o, and any and all relationships associated therewith.

Definitions of Terms

For the purpose of these Terms and Conditions and the relationships between IRSnet and third parties as well as among such parties themselves, the below terms are defined as follows:

“Events”: Concerts, theatre or other cultural performances or sports events as well as all other events (exhibitions, conferences, training courses, trade fairs, etc.). constituting the use of consumer’s spare time at a given location and a pre-determined time and date.

“Promoter”: A natural or legal person, other than IRSnet, ensuring organisation of a particular Event. An updated list and contact details of the Promoters for individual Events can be found here.

“Customer”: An individual using the TICKETPORTAL sales network and IRSnet services in order to enter a contractual relationship with a Promoter for the purpose of attending an Event, including those taking place prior to this contractual relationship being established.

“TICKETPORTAL Network”: Order and distribution system operated by IRSnet, primarily allowing the Customers to order, book, purchase and have issued the Admission Tickets or Voucher Service through the individual sales channels. The TICKETPORTAL sales channels particularly include the Agency Sales Points and the Web Portal.

“Admission Ticket”: A certificate (valuable) issued in the TICKETPORTAL sales network and allowing the Admission Ticket holder and other individuals, up to the total number indicated on the Admission Ticket, to a single entry to a particular Event. The individual Admission Ticket types, including the method of their purchase and use, are listed under Article 4 of the Terms and Conditions. By presenting the Admission Ticket upon entering the Event venue, the individual enjoying the rights associated with the Admission Ticket expresses their consent with the operating regulations applicable at the Event venue, Promoter’s instructions and Event terms associated therewith.

“Voucher”: A booking service provided by IRSnet in the TICKETPORTAL sales network and allowing

the holder of a unique Voucher code to purchase a certain type of the Admission Ticket at a pre-determined price and a fixed forfeit time and date, by making a payment of the difference between the price of the Voucher and the pre-determined price of the relevant Admission Ticket. A Voucher is not an Admission Ticket and does not entitle the holder to enter the Event.

“Agency Sales Point”: The IRSnet Agency Sales Point is a location approved by IRSnet as a TICKETPORTAL sales network and identified with the TICKETPORTAL logo, where the Admission Tickets can be booked, purchased or collected on the basis of a booking number or reference details associated with a direct on-line purchase. The opening hours of the Agency Sales Point are scheduled by its operator and listed on the Web Portal under a list of the Agency Sales Points.

“Web Portal”: IRSnet web sites at www.ticketportal.cz serving the purpose of providing information about the Events promoted and placing orders for the Voucher service and Admission Tickets for such Events. For correct functionality of the Admission Ticket booking and buying features and the Voucher service on this portal, Internet Explorer 6 or higher, Mozilla Firefox or Opera must be installed.

Contractual relationships

The Promoter, rather than IRSnet, is responsible for organization of and liability associated with the execution and contents of the individual Events. IRSnet is only responsible for arranging the sales of the Admission Tickets for particular Promoter’s Events on behalf of the Promoter; this is based on a contract of mandate entered into between and by the Promoter and IRSnet, in accordance with Section 2430 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as “CC”).

By purchasing the Admission Ticket, the Customer enters into a contractual relationship with the particular Event Promoter, involving the provision of a service consisting in the use of spare time at a pre-determined time and date, in the form of allowing the holder of the Admission Ticket to attend the relevant Event at the determined price of the Admission Ticket; all this subject to terms and conditions set out under instructions published by the Promoter and these Terms and Conditions (hereinafter the “Contract on Event Attendance”). Thereby, on the basis of an order, IRSnet acts in representation of the Promoter and on their behalf, to the extent required for the Contract on Event Attendance” being entered between and by the Promoter and the customer, for publishing Promoter’s information and instructions concerning the individual Events and for accepting the payment of the price of the service provided by the Promoter from the Customer and, where applicable, for taking care of other Promoter’s matters, as specified.

The relevant Promoter bears sole responsibility for the execution under and performance of the Contract on Event Attendance, including the times and dates and quality and extent of the Event promoted, while reserving the right to its change. For the purpose of these Terms and Conditions, the purchase of the Admission Ticket means a payment on the price for the provision of Promoter’s service on the basis of the Contract on Event Attendance entered into. Unless explicitly stipulated otherwise, the Customer is required to lodge any and all claims under the Contract on Event Attendance, including the admission charge refund, directly with the Event Promoter and in accordance with the complaint procedure pursuant to these Terms and Conditions.

By making use of the TICKETPORTAL sales network services and by using or registering on the Web Portal, the Customer also enters into a relationship with IRSnet, to the extent specified under these Terms and Conditions, and particularly in connection with Customer’s personal data protection or

using the TICKETPORTAL network booking services, expressly consenting to being bound by these Terms and Conditions.

Admission Tickets and Their Types

For individual Events, the Promoter may specify one or more types of Admission Tickets (in addition to basic Admission Tickets, this particularly include VIP Admission Tickets, Admission Tickets allowing discounts, etc.). Information on available Admission Ticket types are listed in the TICKETPORTAL network system for placing orders. Generally, different Admission Ticket types differ in terms of prices, scope of use and privileges.

Where the TICKETPORTAL network sales channel allows, the Admission Tickets can be purchased as a printout (only at the Agency Sales Points) and in an electronic format (via a mobile application or the Web Portal and as "HOMEticket" or "goTICKET"). Where the Admission Ticket is purchased in the electronic format as "HOMEticket", the rights associated with the Admission Ticket can be exercised by the Customer presenting a printed proof of purchase for the "HOMEticket" Admission Ticket at the Event venue, and specifically for Events taking place in the O2 Arena, at the complaint office.

Voucher Service

Within the TICKETPORTAL network, IRSnet provides a Voucher Service for making bookings prior to the date of the Event; this is with respect to fluctuations in the Admission Ticket prices over time. The Voucher Service for making bookings consists in a time-limited guarantee allowing the purchase of the selected type of the Admission Ticket at a price equivalent to the pre-determined price of the Admission Ticket after deducting the price of the Voucher already paid. A Voucher is not an Admission Ticket. That way, unlike short-term bookings of the Admission Tickets on the Web Portal (Section 6(2) of the Terms and Conditions), the Voucher provides the Customers with a longer guarantee of availability of the given Admission Ticket and particularly of its pre-determined price applicable throughout the validity of the Voucher, regardless of the price development of the Admission Tickets for the Event.

The booking steps associated with the provision of the Voucher Service are subject to a one-time, non-refundable fee equivalent to the Voucher price. The provision of the Voucher service shall be confirmed by the Customer having their unique Voucher code issued, associated with entitlement to exercise a one-time right to purchase the Admission Ticket during the time of its validity. The Customer is required to keep the unique Voucher code and protect it against misuse. Upon expiry of the validity period, the Customer shall forfeit their right associated with the Voucher, without being entitled to a refund of the Voucher price. The Voucher Service can only be ordered via the Web Portal and paid for by a direct on-line payment or bank transfer to an account of IRSnet, in a way specified under Article 6 below.

Admission Ticket Sales

The Admission Tickets of the specified type can be purchased or booked in the following ways:

- 1) Direct sales at the Agency Sales Point;
- 2) On-line via the Web Portal;
- 3) Via a call-centre or by email.

Purchasing or collecting the booked Admission Ticket at the Agency Sales Point:

The Customer can purchase the Admission Tickets as printouts at the Agency Sales Point during the opening hours of the given outlet and without prior booking, where the Admission Tickets of the type required are on offer and have not been sold out. The Customer can also pre-book their Admission

Ticket for purchase via the Web Portal (see below); this is then paid for and collected as a printout at the Agency Sales Point.

Purchasing and booking the Admission Tickets or ordering the Voucher via the Web Portal:
Unless stipulated otherwise, using the Web Portal, a maximum of 6 Admission Tickets or Vouchers for a single Event, across various price categories, can be booked under one booking or order. To use the Web Portal, the Customer needs to register via the Web Portal interface first. The Customer is required to enter their true and complete personal and contact details in the registration form, double-checking their accuracy prior to confirming. By registering, the Customer agrees to being entered in an IRSnet database and grants their consent to receive email information about types of events similar to that the sales of which has been or will be commenced through the TICKETPORTAL network. The registered Customer can book or purchase the Admission Tickets choosing available seats on a seat plan or standing tickets across price levels available for the required Event, including the range of discounts provided, and where the booking system allows, they can order the Voucher Service for such Admission Tickets.

Once registered, the Customer can purchase the Admission Ticket or Voucher Service following the procedure shown on the Web Portal and pay for them by a direct on-line payment (PaySec or other options listed) or by a bank transfer to the account of IRSnet, account number 27- 3560520227/0100, following instructions in a confirmation e-mail. The Customer can also use the Web Portal to book the given Admission Ticket for purchase (on-line booking) and subsequently pay and collect the Admission Ticket at the Agency Sales Point. Prior to submitting their request for purchasing the Admission Ticket or Voucher Service, the Customer is required to double-check that the order created is correct. By clicking the "Purchase" or "Make a booking" button, the Customer submits their binding requirement for the purchase or booking of the Admission Ticket or Voucher selected.

Where the payment is made on-line, the Admission Ticket is assigned a unique variable symbol which must be kept by the Customer. After setting up a verification code and selecting the method of collecting the paid Admission Tickets, the Admission Tickets paid for by the on-line payment can also be collected as a printout at the specified Agency Sales Point, on the basis of the assigned variable symbol and the verification code.

The Admission Ticket booking via the Web Portal (on-line booking) is a service by IRSnet, guaranteeing that the Customer can purchase the particular Admission Ticket type after providing the booking number at the Agency Sales Point during the time-limited booking validity. The price of the booked Admission Ticket shown on the Web Portal and in the booking confirmation e-mail (unlike that of the Voucher) shall only be valid on the day of the booking and depending on the price development of the Admission Tickets for the Event, its price at the time of collecting the booked Admission Ticket may differ from the Admission Ticket price shown at the time of its booking, if collected another day. The Voucher Service (Article 5 of the Terms and Conditions) should be used to guarantee the availability and, at the same time, the fixed price of the Admission Ticket.

In the event of any issues throughout the course of purchase or booking that would prevent the Admission Ticket purchase or booking from being completed, the Customer can email their query to the following email address: help@ticketportal.cz.

Bulk orders and bookings via the call-centre or e-mail:

Bulk orders and bookings of Admission Tickets (more than 6 tickets), resp. the Voucher Services for

such numbers of the Admission Tickets, orders and bookings for severe disability and assistance badge holders—wheelchair users or other holders of the severe disability and assistance and severe disability badges, orders of Admission Tickets and Vouchers place from abroad, adjustments to orders and booking consisting in increasing the booked spots or orders where the Customer is a person other than the consumer can be placed via email at rezervace@ticketportal.cz, between 9:00 AM and 5:00 PM on business days, or by phoning +420 723 985. Any costs of remote communication when using the Web Portal and the call-centre are no different from the basic tariff stipulated by the telecommunication service provider and shall be borne by the Customer.

Written orders are placed in the form of a binding proposal for entering into the Contract on Event Participation and must contain a comprehensible request for placing the order for the selected Admission Tickets or Vouchers, specifying the particular Event and Customer's full identification and invoicing details. Upon accepting Customer's proposal by IRSnet on behalf of the Promoter, the Contract on Event Attendance shall be entered into and become binding to the extent of the order. Unless explicitly stipulated otherwise, the price of the Admission Ticket will be due in 5 days from entering into the relevant Contract on Event Attendance and the Admission Tickets will be sent to the Customer once their price is paid by means of an agreed payment method.

Prices and Shipping Charges

The price of the Admission Ticket or the Voucher Service is shown on the Web Portal or communicated to the Customer by the Agency Sales Point personnel prior to the purchase of the Admission Ticket. Unless explicitly stipulated otherwise, the price of the Admission Ticket and the Voucher Service shown includes the statutory VAT rate and any and all pre-sales fees. Should the Customer require that the purchased Admission Tickets be sent by post, they are also required to pay the shipping and packing charges in an amount determined by IRSnet at the time of placing the order for the Admission Tickets.

The payment of the Admission Ticket price and, where applicable, the shipping and packing charges is to be made by a bank transfer to the account of IRSnet, account number: 27- 3560520227/0100; alternatively, the payment can be made in cash at the central office of IRSnet on Politických vězňů 15, 11000, Prague 1, during the above opening hours. When making the payment from abroad, the Customer is required to bear all bank fees, i.e. fees of both the correspondent as well as recipient banks. The payment must be made well in advance of the last date of the booking validity, considering the time scales for fund transfers between financial institutions.

In the event of being mailed, the Admission Tickets can be ordered no later than 14 calendar days prior to the Event date (applies to orders mailed within the Czech Republic) or no later than 35 calendar days prior to the Event date (applies to orders mailed outside the Czech Republic). Under no circumstances, IRSnet shall be liable for the delivery date or potential failures to deliver to an address specified by the Customer. The shipping fee for mailing the Admission Tickets by certified mail is CZK 60; registered mail within the Czech Republic is CZK 90 and, for registered shipments to other countries of the world, the postage is subject to the tariff of Česká pošta, s.p.

If claiming discounts provided, the Customer is required to demonstrate their eligibility to receive the discount to Promoter's stewarding service upon entry to the Event venue. The terms of the discounts provided are available from the relevant Event section of the Web Portal or, where applicable, at the Contractual Sales Point. In the event that the Customer fails to, at the Event venue, provide a proof

of meeting the terms of the discount provided, they will not be allowed entry to the Event and will lose entitlement to the admission charge refund.

Complaints

Immediately following collection in person or postal delivery, the Customer is required to double-check that the Admission Tickets are correct and complete (particularly the Event title, Event venue and time, the quantity of the Admission Tickets and other details). The Customer is required to inform the Agency Sales Point personnel of potential complaints concerning the contents of the Admission Tickets as soon as they collect them in person or no later than 3 business days, in writing to the address of IRSnet, by electronic mail (email) or fax to the number shown on the Web Portal, in case of delivering the Admission Tickets by post. Later returns will not be taken into consideration. Failures of the Agency Sales Points or the Web Portal do not constitute a reason for complaint.

A complaint concerning the contents of the Admission Tickets, particularly printing errors, incomplete or incorrect details or designation of the Admission Ticket type is addressed by the Agency Sales Point personnel, making an immediate claim on the basis of information obtained through the IRSnet representatives. The Agency Sales Point personnel provides the Customer with verbal information as to the means and deadline of resolving the complaint. Should the returned Admission Ticket be impossible to cancel for technical reasons, the Agency Sales Point personnel is required to draw a letter of complaint with the Customer. A similar procedure applies when making a complaint about the Voucher. In the event of justified cancellation of the order concerned, the Customer is required to return the issued Admission Ticket to the Agency Sales Point personnel.

As the Admission Ticket distributor, IRSnet assumes no liability with respect to the Event organized by the Promoter. The Customer is required to lodge any complaints concerning the actual Event—particularly changes in the line-up, rescheduling its time and date or extreme cases of Event cancellations—including entitlement to compensation for damage incurred by the Customer or any third party in connection with the Event and any and all claims under the Contract on Event Attendance, directly with the Event Promoter. For the list of the Promoters, including their identification and contact details, available on the Web Portal, [click here](#).

Once paid, the admission charge is non-refundable, unless explicitly stipulated otherwise. Once purchased, the Admission Tickets cannot be exchanged. No replacement Admission Ticket is provided in the event of a loss or damage.

Admission Charge Refunds and Promoter's Stipulations

Minor changes in the dates of the individual Events are permissible. The changed Event dates are indicated on the web portal or, where applicable, in press and other media, at IRSnet's discretion.

In the event of a full Event cancellation, the terms of the admission charge refunds are to be specified by the relevant Event Promoter within 10 days. IRSnet is authorized to refund the admission charge paid by the Customer only in an amount and under terms and conditions stipulated by the Promoter and subject to the Promoter providing sufficient funds for that purpose. Where the Promoter does not instruct IRSnet to refund the admission charges, the Customers can lodge their claims under the Contract on Event Attendance directly with the Promoter. In the event of the Event cancellation, the Customers will be informed about the method for returning the Admission Tickets at each Agency Sales Point, on the Web Portal and in the form of a response to an email query submitted electronically to reklamace@ticketportal.cz. Unless otherwise stipulated by the Promoter under the instructions for the admission charge refunds, upon returning the Admission Tickets, the

Customer shall not be refunded the amount on the Admission Ticket designated as the advance-sale fee.

Unless otherwise stipulated pursuant to a specific agreement with the relevant Event Promoter, the admission charge refunds will be made at the location of the Agency Sales Point where the Admission Ticket is purchased. In cases of Admission Tickets purchased by means of an on-line payment, transfer to a bank account or shipped by certified mail, the admission charge refunds are ensured by the central office of IRSnet, based on Politických vězňů 15, 110 00 Prague 1. When the admission charge is refunded, the Customer is required to, without undue delay, return the issued Admission Ticket to the Agency Sales Point personnel or to the address of the central office of IRSnet CZ, s.r.o., on Politických vězňů 15, Prague 1, 110 00.

Personal Data Protection

IRSnet gathers, processes and stores personal data provided by the Customer while using the TICKETPORTAL network. This particularly includes the name and surname, postal address, electronic address (email), telephone number and other details knowingly provided by the Customer while using the TICKETPORTAL network. IRSnet gathers, processes and stores personal data using electronic information media and in a secured data storage.

IRSnet gathers, processes and stores the personal data primarily for the purpose of allowing the performance under the contract entered into with the Customer. Under the provisions of Section (5)(2)(b) of Act No. 101/2000 Coll., on Personal Data Protection, IRSnet is authorized to processing such personal data even without Customer's express consent.

By expressing their will during the registration on the Web Portal or when otherwise using the TICKETPORTAL sales network services, the Customer consents to IRSnet also processing the personal data for the purpose of evaluating the TICKETPORTAL network functioning, resp. of the Events held, as well as for marketing purposes associated with the personal data protection. The marketing purposes associated with the personal data processing particularly involves consenting to being offered products and services and being sent marketing event information, including e-mail newsletters and business communications via e-mail as well as other electronic means.

The Customer consents to IRSnet passing the personal data onto the Promoter of the particular Event as well as to the operator of the premises, in which the relevant Event takes place, particularly for the purpose of statistical evaluation of the Events held and for processing for marketing purposes. The above particularly applies in an event the Customer purchases the Admission Ticket or Voucher for an Event held in the O2 Arena (a multi-purpose hall in Prague 9, Českomoravská 2345/17, Postal Code: 190 00); in such case, IRSnet is authorized to pass the personal data onto Bestsport, a.s., Company ID No.: 242 14 795, with a registered seat in Prague 9, Českomoravská 2345/17, Postal Code: 190 00.

The provision of the personal data is optional. The Customer has the right to withdraw their consent in writing, to the address of the seat of IRSnet or by email to help@ticketportal.cz. The Customer shall enjoy the rights under the provisions of Sections 11, 12 and 21 of Act No. 101/2000 Coll., on Personal Data Protection, i.e., they are authorized to access their personal data; in addition, particularly if they find out or believe that IRSnet processes their personal data to the detriment of their private and personal life and in conflict with the law and especially where their personal data are inaccurate with regard to the purpose of their processing, the Customer can request that IRSnet

provide them with an explanation or remedy such situation, ensuring that the personal data are blocked, corrected, amended or disposed. The request for ensuring their blocking, correcting, amendment or disposal shall be effective at the time of its delivery to IRSnet.

Final Provisions

The provisions intended as consumer protection under the legislation and these Terms and Conditions do not apply to Customers entering into the contractual relationships with the Promoter and/or IRSnet as legal entities. Due to the nature of the service provided and the provisions of Section 1837(jj) of the Civil Code, the customer may not withdraw from the Contract on Even Attendance.

With the exception of intention or gross negligence, IRSnet does not assume liability for the information provided being correct, complete and up-to-date when it comes to the information provided with respect to the choice of Events promoted on the Web Portal, and reserves the right to change the Admission Ticket and Voucher prices in the TICKETPORTAL network at any time, particularly when instructed to do so by the Promoter or without giving a reason. Unless a printing error is involved or the nature of the matter implies otherwise, the information and instructions shown on the individual Admission Tickets shall take precedence over the provisions of these Terms and Conditions.

In the event that the Promoter of the particular Event is a VAT payer, the Admission Ticket may serve as a simplified tax certificate in accordance with applicable regulations. Should the Customer require an invoice as a tax certificate, they need to request that it be issued by the central office of IRSnet by submitting their request to rezervace@ticketportal.cz.

Should any of the provisions of these Terms and Conditions become invalid, ineffective or unenforceable, the validity, effect and enforceability of the other provisions remain unaffected. The Terms and Conditions come into effect on 1 April 2014 and IRSnet reserves the right to change them at any time.