



## GENERAL TERMS AND CONDITIONS – (Version July 2015)

### Legal notice.

The present Terms and Conditions govern the sale and purchase, by distance or not, of Tickets (as defined below) allowing access to national and international shows and sport, cultural, entertainment events, including places open to the public where events subject to payment take place, made by TicketOne in the name and on behalf of the Organizer (as defined below).

Online publishing of the present Terms and Conditions and the confirmation of the purchase order provided by TicketOne to the Consumer are deemed as “*confirmation of the agreement on a durable mean*” pursuant to article 51, paragraph 7, of the Legislative Decree n. 206/2005 (the “Consumer Code”).

### 1. DEFINITIONS.

1.1 For the purposes of these Terms and Conditions, the following expressions shall have the meanings set opposite them. Reference to the plural includes the singular and vice versa:

“**Subscription Package**”: is a package of Tickets – including printed and electronic format – purchased together by the Customer and valid for the admission to more shows of a single Event or for admissions to various Events.

“**Customer**”: is the person who purchases the Tickets from the Organizer, through TicketOne Services, by submitting orders on line (e.g. the website and tablet/smartphone applications), by telephone or through the affiliate sale network of TicketOne.

“**Consumer**”: is the Customer who is an individual acting for purposes not related to his/her business or profession, if any.

“**TicketOne Services Agreement**”: is the agreement entered into by and between TicketOne and the Customer concerning the supply of TicketOne Services, which is deemed to be governed by the present Terms and Conditions, by the provisions indicated in each single step of the distance selling process, if applicable, and by the contractual conditions printed on the purchased Ticket.

“**Purchase Agreement**”: is the agreement entered into by and between the Organizer and the Customer for the purchase of the Ticket, as the result of the supply of TicketOne Services as governed by TicketOne Services Agreement, such agreements are deemed to be governed by the present Terms and Conditions, by the provisions indicated in each single step of the distance sale process, if applicable, and by the contractual conditions printed on the purchased Ticket.

“**Agreement**”: are the TicketOne Services Agreement and the Purchase Agreement, considered separately or together, as the case may be, and which are governed by the present Terms and Conditions.

“**Place of the Event**”: are the facilities, the spaces, the grounds and moreover the location where the specific Event takes place.

“**Event**”: is the show, performance and any other event to which the Ticket allows access.

“**Organizer**”: is the person who organizes the Event for which the related Ticket has been issued as well as the person in whose name and on whose behalf TicketOne acts and with which the Purchase Agreement is entered into. Pursuant to art. 49 of the Consumer Code, the identification data of the relevant Organizer are indicated within the specific section of the Website containing the description of the relevant Event.

“**Parties**”: are TicketOne, the Organizer and the Customer, together identified as parties of the TicketOne Services Agreement and/or of the Purchase Agreement.

“**Website**”: is TicketOne’s website [www.listicket.com](http://www.listicket.com).

“**Ticket Holder**”: is the Customer who holds the Ticket purchased or the subject other than the Customer that, according to the present Terms and Conditions, legally holds, uses or shows the Ticket purchased by the Customer.

“**Professional**”: is the individual or entity acting while carrying out his/her or its business, commercial or professional activity or his/her or its intermediary.

“**TicketOne Services**”: are the services rendered by TicketOne in connection with the sale and purchase agreement of the Tickets entered into by and between the Customer and the Organizer. Such services include Tickets booking, delivery or any other way to make the Tickets available to the Customer as well as extra services related to the Tickets’ purchase, if requested by the Customer, with the exception, in any case, of the supply of the service corresponding to the Event, which is exclusively referred to and falls under the sole responsibility of the Organizer as identified in connection with each single Event, in whose name and on whose behalf TicketOne acts.

“**Means of distance communication**” is any method that may be used for the execution of the Agreement between the Parties, without the simultaneous physical presence of TicketOne, the Organizer and the Consumer or Professional.

“**TicketOne**”: is TicketOne S.p.A., an Italian leading company providing tickets, marketing, information and e-commerce services in connection with sports, entertainment and culture, having its registered office in Via Vittor Pisani 19 - 20124 Milan (Italy).

“**Ticket**”: the ticket/s (including packages, subscription packages, multiple tickets etc. and the like, if applicable) of any format (paper, digital or electronic), issued by TicketOne, that allows access to the Place of the Event.

## **2. OBJECT.**

**2.1** The present Terms and Conditions govern the Purchase Agreement, executed through TicketOne Services, regarding the sale of Tickets of the Events to the Customers.

**2.2** The Agreement is governed by the Terms and Conditions in force at the moment of the submission of the purchase order by the Customer.

**2.3** The on line purchases of the Tickets and the execution of the relevant Agreements are subject to the previous registration of the Customer that purchases the Ticket and to the specific approval of the present Terms and Conditions.

**2.4** For the purposes of the obligations resulting from the present Terms and Conditions and for the purposes of the provisions regarding the purchase and use of the Tickets of the Events, the Ticket Holder is considered as Customer.

## **3. INFORMATION FOR THE CONSUMER.**

**3.1** The following mandatory information is given for any Agreement executed with a Consumer, in accordance with article 49, paragraph 1 of the Consumer Code.

**3.2** The identity, the registered office and the contacts of the supplier of TicketOne Services are : TicketOne S.p.A., registered office Via Vittor Pisani, 19 – 20124 Milan. Capital : Euro 4,998,701.59. Fiscal code and registration number at the Companies’ Registry of Milan: 12471480157. VAT number : 12471480157. The registered office and the contacts indicated in art. 3.5 (a) below are the addresses – in accordance with art. 49, paragraph 1 d) of the Consumer Code – to which the Consumer can submit his/her claims.

**3.3** The essential features of the Ticket and of TicketOne Services to be considered by the Consumer in order to compare them with other offers before the purchase are indicated in art. 4.8 of these Terms and Conditions. Art. 5 includes essential and detailed information regarding:

- a) the price, including all taxes applicable to the Ticket;
- b) the additional expenses and delivery costs relating to the delivery method offered on the Website and chosen by the Consumer, including possible additional charges applicable to the Ticket, as the case may be;
- c) methods of payment.

Regarding the organization and duration of possible offers and/or prices (including bargain sales, special sales and / or discounts) of the Tickets, the relevant information on the features of such events will be indicated each time in specific sections of the Website.

**3.4** Regarding the right of withdrawal, please check art. 8 of the present Terms and Conditions.

**3.5** In addition to the mandatory information above, the following information is given in accordance with Legislative Decree n. 70/2003 and art. 49, paragraph 1 c) of the Consumer Code, in order to guarantee Consumers' (in addition to the information above) and Professional Customers' protection:

- a) information to contact TicketOne: tel. +39-02-392261; fax +39-02-3922670. For assistance and/or claims regarding the website [www.listicket.com](http://www.listicket.com), please contact us by email: [listicket@ticketone.it](mailto:listicket@ticketone.it) and/or check our customer service area on <https://www.listicket.com/editoriale/assistenza/homepage.html>;
- b) registration number Economic Administrative Register of Milan ("REA"): MI 1558633.

#### **4. INFORMATION REGARDING THE EXECUTION OF THE AGREEMENT**

**4.1** Art. 12 of the Legislative Decree n. 70/2003 prescribes specific information to be supplied to the customers by service providers, in order to execute the agreement. The following information is provided by TicketOne in compliance with such customer information obligations.

**4.2** Regarding the steps to be followed for the execution of the Agreement, a guided procedure is available on the Website, in order to allow the Customer to verify and confirm the information provided and to correct any mistake before the submission of the order and until the execution of the Agreement. The steps to be followed for the submission of the order are:

1. Registration to be submitted the first time only
2. Access through personal access credentials (*username/password*)
3. Selection of Event/Ticket on sale
4. Selection of the type and number of Tickets to be purchased
5. Submission of personal data of the users (only for football Events subject to anti-violence legislation or for Tickets that require the registration of the Ticket holder)
6. Choice of delivery method for the Tickets (Place of the Event or home deliveries, etc.)
7. Issue of invoice including price / commissions for specific services and/or additional costs (please check art. 5 of the present Terms and Conditions)
8. Submission of Credit card data (or other accepted payment method) of the Customer in order to carry out the purchase
9. Confirmation of the payment (interbank network confirmation)
10. Verification of the correctness of the purchase within the "Purchase Status" and possibility to print the *Personal Page*.

**4.3** Regarding the storage of the Agreement, after the execution, and the access mode of the Customer, the Customer – if registered – will access through his/her Restricted Area (the Personal Page) where he/she will display the purchase summary, check and verify his/her purchases, modify his/ her personal data, and display the present Terms and Conditions. In addition the Customer will receive the text of the contractual conditions in a specific purchase confirmation email.

**4.4** Regarding the instruments which are available to the Customer in order to identify and correct data mistakes before the submission of the purchase order of the Tickets, the Website requires, after the execution of the Agreement, the confirmation of the entered data and automatically informs about possible errors caused by missing information, regarding the mandatory data of the online purchase. Please note that, during the purchase, the (a) FAQs section, (b) "*For your information*" section on the Website, (c) on line assistance are always available.

**4.5** Taking into account that current regulations and competent authorities allow the purchase of certain Tickets to residents of Italy only, Italian is the only language available for the execution of the Agreement.

**4.6** Regarding the dispute resolution, please check art. 12.

**4.7** The provisions and Terms and Conditions are always available for the Customer; saving and copying options are always available through web page saving or through copy/paste option. The Terms and Conditions are also attached to the confirmation purchase email or a *link* is available to the Customer for display and printing.

**4.8** The essential features of the Ticket and TicketOne Services that the Customer can examine and compare with other offers before the purchase are:

- (a) *Seats assignment*. The seat is automatically assigned by the system governing the purchase of the Tickets on the Website, according to the method of the best seat available at the moment within the area/ section selected. Please note that

TicketOne is not the exclusive distributor of the Tickets for the Organizer and is not in charge of sale decisions regarding a specific Event. Consequently, TicketOne – with full transparency regarding the Consumers and Customers - cannot guarantee that the Tickets purchasable on the Website or through the call center are, for each type of Ticket, the best seats available at the moment of the purchase by the Customer or that better seats will not be later on sale.

- (b) *Limits regarding the sale of Tickets.* Usually each purchase order has a limit of 6 (six) Tickets that are purchasable by the Customer, but such order is renewable; this means that the Customer can submit a new purchase order if he/she wishes to purchase more than 6 Tickets. The Organizers may impose for some Events less than 6 Tickets as maximum amount of Tickets purchasable together, with no renewable order available. In relation to some sport or football Events, in accordance with anti-violence and public order legislation regarding the access to stadiums, the maximum amount of Tickets purchasable is governed by the aforesaid legislation.
- (c) *Dates and times of the Events.* Dates and times of the Events regarding the Tickets purchased are the ones officially communicated by the Organizer but they may be subject to change not depending on TicketOne. TicketOne will immediately communicate to the Customer any possible change of dates or times – after having been informed of such change – giving notice of it on the Website. TicketOne Services will be normally available until twenty-four hours before the Event. In any case the Website always shows and makes available the times and terms of sale of the Tickets for each Event.
- (d) *Availability and unavailability of the Tickets.* The power to declare a certain Event “sold out” and the consequent unavailability of the Tickets only belongs to the Organizer. Consequently if the Website shows messages of unavailability of Tickets for a specific Event to the Customer, it is hereby specified, with full transparency, that such notices generally involve all types of sale (web and telephone) considering that the availability of the Tickets corresponds for both the internet sale and the telephone sale, since the call center operators have access to the same Website dedicated to the public.
- (e) *Change of user (applicable to paper Tickets only).* Such feature of TicketOne Services (that can be selected at: <https://www.listicket.com/ticketing/postvendita/home.html>) allows the Customer, who has purchased a paper Ticket registered under his/her name, to provide another user with it (such user will become the Ticket Holder as defined within the present Terms and Conditions), by indicating his/her correct personal data. The new Ticket Holder will be enabled, since that moment, to access the Event. In case of Subscription Package, the Customer may change the user for a single Event (by selecting a specific Event) or for all the Events regarding the Subscription Package. For some Events (e.g. football Events), in compliance with the obligations concerning the registration of the Ticket holder, the present feature of the TicketOne Services may be restricted for public order reasons.
- (f) *Conversion of Subscription Package from paper format to digital format regarding football Events.* Such feature of TicketOne Services (that can be selected at: <https://www.listicket.com/ticketing/postvendita/home.html>) allows the Customer who has purchased a paper Subscription Package to convert it into digital Subscription Package. This feature may be only used after obtaining the Supporter’s ID card, as provided for by the current legislation. In order to enter the stadium after the conversion, it will be necessary to show the Supporter’s ID card (on which the Subscription Package is loaded), while the paper format Subscription Package, after being blocked, will no longer be usable. Such feature of TicketOne Services is available only upon request of the Organizer and is irreversible.
- (g) *Limitation of the sale of Tickets to football events in compliance with public order obligations.* In compliance with the guideline of the Ministry of Interior – Authority for the Public Security dated 14<sup>th</sup> August, 2009 and according to guidelines approved by the National Center for Sport Events with decision n. 29 of 5<sup>th</sup> July, 2010, n. 34 of 25<sup>th</sup> August, 2010 and n. 35 of 2<sup>nd</sup> September, 2010 e in accordance with the Protocol Agreement among the Ministry of Interior, C.O.N.I., F.I.G.C., Lega Serie A, Lega Serie B and Lega Pro signed in Rome on 21<sup>st</sup> June 2011

Tickets for Visitors’ Section

Tickets for the sections of the stadium assigned to Customers who are residents of the region of the Visitor Team

Subscription Packages regarding events of the football season

will be purchased only by owners of the Supporter’s ID card, by showing such card.

The Ticket shall be registered in the name of the holder of the Supporter’s ID card, no change of name will be permitted.

At the moment of the access to the stadium, the Supporter’s ID card shall be shown together with the Ticket and the ID card.

- (h) *Change of format (applicable to digital Tickets for football Events).* Such feature of TicketOne Services (that can be selected at: <https://www.listicket.com/ticketing/postvendita/home.html>) allows the Customer who has purchased the digital Ticket to transfer it to another user (that will become the Ticket Holder of the digital Ticket), as long as such user owns a similar digital device ( e.g. Supporter’s ID card). The codes (ID and security codes) of the digital device of the Customer and of the digital device of the user shall be entered in order to carry out the change. The new user will be enabled to access the Event regarding the transferred Ticket, by using his/her own digital device (e.g. Supporter’s ID card). Please note that the transfer is virtual and that both subjects (the Customer and the Holder of the transferred digital Ticket) still own their digital device. The new user will not be able to carry out the change of format; if the user decides not to use the digital Ticket, he/she will only have the possibility to return it to the first Customer. Please note that, in order be certain of the change, it is advisable to print the place card, as indicated below. The present feature of TicketOne Services may be restricted by the

Authorities due to public order reasons.

- (i) *Return of the original Ticket (applicable to digital Tickets for football Events)*. Such feature of TicketOne Services (that can be selected at: <https://www.listicket.com/ticketing/postvendita/home.html>) allows the holder of the digital Ticket transferred to return it to the original Customer. The holder of the digital Ticket cannot transfer the Ticket to anyone but the original Customer. The present feature of the TicketOne Services may be restricted by the Authorities due to public order reasons.
- (j) *Printing / Reprinting of the place card (applicable to digital Tickets for football Events)*. Such feature of TicketOne Services, which is free and does not entail any additional cost (that can be selected at: <https://www.listicket.com/ticketing/postvendita/home.html>), allows to print the place card regarding the digital Ticket which was purchased or received, by selecting "Change format". The place card contains, as a reminder, all the information regarding the Event or the Subscription Package with its respective costs and seats, but does not allow the entrance to the ticket gate; the access is only allowed by swiping the device (e.g. Supporter's ID card) associated to the Ticket.

## 5. PRICE OF THE TICKETS AND OTHER APPLICABLE COSTS.

**5.1** The price of each Ticket is communicated by the Organizer and known by TicketOne at the moment of the purchase of the Ticket by the Customer. Such price includes VAT and all applicable taxes and is indicated each time on the Website and on the sections regarding the Event to which the Tickets grants access (hereinafter, the "Nominal price of the Ticket"). Any cheaper price charged by the Organizer after the purchase by the Customer to Tickets of the same type, or regarding Events on a specific date, will not give the Customer the right to refund of the price difference.

**5.2** With full transparency towards the Customers, in accordance with art. 49, paragraph 1 e) of the Consumer Code, with art. 7 of the Legislative Decree n. 70/2003 (E-commerce Decree) and art. 31 of the Legislative Decree n. 59/2010 (Services Decree), the Customers shall consider that, in order to evaluate the purchase and to compare offers by third parties, the following costs may be added to the Nominal price of the Ticket:

- a) The Fee for TicketOne Services, TicketOne reserves its right to apply such Fee, at its own discretion, to every sale and in accordance with the agreements executed with the Organizers. The Fee for TicketOne Services represents the additional amount to the Nominal price of the Ticket, that the Customer pays to TicketOne as fee for TicketOne Services, and that enables the execution of the Agreement for the purchase of the Ticket between the Customer and the Organizer;
- b) Pre-sale rights, possibly applied by the Organizer of the Event. Pre-sale rights – which are decided and managed upon exclusive discretion of the Organizer of the Event – are frequently already included in the Nominal price of the Ticket;
- c) Shipping costs and delivery costs, if the Customer chooses to have the Ticket (which was purchased either on the Website or through call center) delivered to the location indicated by the Customer. Shipping costs – by courier – are an additional cost connected to the discretionary choice of the Customer;
- d) Costs of the call to TicketOne's Call Center, if the Customer purchases the Ticket by telephone, the costs for the call (which are available at <https://www.listicket.com/editoriale/news/contatti.html>) are also applicable in case of any call regarding information request, irrespective of any purchase choices.

**5.3** The total amount charged to the Customer may be up to – at most – the Nominal price of the Ticket increased by the Fee for TicketOne's Services (except for particular cases in which such fee is not applied, such cases are communicated to the Customer in accordance with specific agreements between TicketOne and the Organizer), pre-sale rights (if additionally applied by the Organizer), delivery costs (if delivery is required by the Customer), costs of the call to TicketOne's Call Center. In case of purchase of more Tickets, the Fee for TicketOne Services is only applied once (if the purchase is concluded on the Website or through it, the fee for the relative service will be applied; if the purchase is concluded on the phone, the fee for the call center service will be applied, in addition to the costs regarding the call).

**5.4** With full transparency, as required by the current applicable legislation, in order to allow the Customer, prior to the purchase, to make an informed choice and to compare TicketOne's offer with other offers, please find - within the charts below - the additional parts of the Nominal price of the Ticket. The specific indication of such additional parts aims at: (a) underlining the additional costs of the Fee for TicketOne Services; (b) clarifying to the Customer – with reference to pre-sale rights – which part of the paid amount will not be refunded in case of cancelled Event (unless the Organizer – who is the only one in charge of the choice to refund the pre-sale rights – applies different choices, including the refund of pre-sale rights) in order to allow an informed choice between a pre-sale or a purchase on the date and at the Place of the Event; (c) underlining the costs to be borne by the Customer in order to get the Ticket delivered at his/her domicile.

### Chart A – Fee for TicketOne Services (Organizer with exclusive sale through TicketOne)

<u>Fee for TicketOne Services</u>		
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Purchase price (minimum)	Purchase price (maximum)	Fee
0 €	6 €	1 €
6 €	11 €	1 €
11 €	17 €	1 €
17 €	25 €	2 €
25 €	37 €	3 €
37 €	53 €	3 €
53 €	77 €	4 €
77 €	109 €	6 €
109 €	155 €	8 €
155 €	221 €	13 €
221 €	311 €	17 €
311 €	441 €	25 €
441 €	630 €	34 €
630 €	1.000.000 €	47 €

**Chart B – Fee for TicketOne Services (Organizer with non-exclusive sale)**

<u>Fee for TicketOne Services</u>		
Purchase price (minimum)	Purchase price (maximum)	Fee
0 €	6 €	1 €
6 €	11 €	1 €
11 €	17 €	1 €
17 €	25 €	2 €
25 €	37 €	2 €
37 €	53 €	3 €
53 €	77 €	4 €
77 €	109 €	6 €
109 €	155 €	8 €
155 €	221 €	12 €
221 €	311 €	16 €
311 €	441 €	23 €
441 €	630 €	32 €
630 €	1.000.000 €	45 €

**Chart C – Part due to the Organizer as pre-sale rights, deducted from the Nominal Price of the Ticket, as relevant element of the choice of purchase**

<u>Pre-sale rights</u>		
If the Organizer chooses not to refund pre-sale rights included in the price of the Ticket, the amount which is not subject to refund, as pertaining to pre-sale rights, will not exceed 13% of the total price of the Ticket net of the Fee for TicketOne Services.		

**Chart D – Additional costs for delivery to the Customer's domicile, if courier is required.**

Shipping costs		
Euro 12,00 for each delivery in Italy by courier.		

**5.5** The Nominal price of the Ticket, the Fee for TicketOne Services, Pre-sale rights, Shipping costs and phone charges for the calls to the call center include VAT.

**5.6** The invoice regarding the Fee for TicketOne Services and/or shipping costs and delivery costs (if such service is required by the Customer) will be automatically issued at the end of the purchase process and will be sent in pdf format to the email address indicated by the Customer during the registration process on the Website. The invoice is addressed to the subject (individual or entity) indicated by the Customer. With full information transparency, it is hereby specified that in case of purchase of Tickets by foreign individuals who are not resident or domiciled in Italy, the invoices are exclusively addressed to the individual indicated by the Customer, in accordance with the Italian Revenue Agency's circular and in order to prevent frauds and/or circumvention and/or harmful tax practices.

## **6. EXECUTION OF THE AGREEMENT AND PAYMENT METHODS.**

**6.1** The Agreement with the Customer will be considered executed and binding for the Parties at the moment of reception, by TicketOne, of the purchase order sent by the Customer registered at the end of the purchase process regardless of the way it was carried out.

**6.2** It being understood the content of art. 6.1, TicketOne will confirm the execution of the Agreement by sending the confirmation of the order to the email address indicated on the Website by the Customer during the registration process. Such confirmation will contain – in accordance with the current legislation – a summary of the general and particular terms and conditions which are applicable to the Agreement already executed, information regarding the essential features of the Ticket and detailed information regarding the price, payment methods, withdrawal if applicable, shipping costs and applicable taxes.

**6.3** The order and the confirmation are deemed to have been received by the Parties when they are able to access such documents.

**6.4** Pursuant to art. 49, paragraph 1 g) of the Consumer Code, the payment for the amounts indicated in the Agreement - including the price of the purchased Tickets and the costs listed in art. 5 of the present Terms and Conditions - will be carried out by the Customer by credit card or other accepted payment methods in accordance with the options indicated on the Website's payment sections (excluding the payment of the phone charges for the calls, if any, to the call center, that are directly charged to the caller).

**6.5** TicketOne reserves its right to apply, for security reasons, limitations regarding payment methods available for the purchase of the Tickets by the Customer.

**6.6** The Customer acknowledges that the purchase order entails the obligation to pay and that the submission of such order is equivalent to his/her simultaneous authorization to withdraw the amounts indicated in the Agreement.

**6.7** The purchase order submitted, together with the summary of the purchase ("Proof of Purchase"), is displayed within the Personal Page of the registered Customer (in the section "Your Personal Page" of the reserved area), by clicking on the order number. The order highlights the description of the place assigned for every Ticket and the section "Status" shows the words "Sold Ticket" as confirmation of the executed purchase.

**6.8** The Proof of Purchase corresponds to the receipt released to the Customer, to be printed by the Customer as summary of the order, in order to be shown at the moment of the collection of the Ticket (if collected at the Place of the Event, upon the Consumer's choice) together with a valid piece of identification - to be compulsorily displayed for identification - in order to associate the Ticket with the Customer who purchased it.

## **7. PERFORMANCE OF THE AGREEMENT.**

**7.1** It being understood that the purchase order of the Tickets and the performance of the Agreement will take place in accordance with terms and time provided by law, following are the terms of delivery of the Ticket to the Customer.

**7.2** The Customer has the possibility to choose between the shipping of the Ticket to his/her domicile (in such case, the Shipping

Costs indicated in art. 5 of the present Terms and Conditions will be charged to the Customer), the collection of the Ticket directly at the Place of the Event to be carried out on the date of the Event, and the "Print@Home" feature – if available on the Website - to print the Ticket. The Print@Home feature may not be available in some cases due to restrictions established by the law or by the Organizer.

**7.3** In order to use the Print@Home feature to print the purchased Ticket, the Customer undertakes to respect the following conditions:

- a) the Ticket shall be printed by the Customer under his/her own responsibility;
- b) the printing (of each Ticket by selecting it, each time, in the electronic format) will be carried out by entering the specific sections within the reserved area or Personal Page of the registered Customer, where it is possible to enter and display the purchase orders and the purchases that were executed and finalized;
- c) the printing will be carried out through printers, preferably color printers, in order to allow the staff – which is responsible for inspecting the Ticket printed at home - to check it correctly. In particular, the Customer shall make sure that the Ticket printed is of good quality (at least 600 dpi resolution) and that the bar code on the Ticket is clear;
- d) it is possible to save the file and to print it later;
- e) as for any Ticket, the Ticket shall be shown intact at the gates;
- f) regarding the Football events that are subject to anti-violence legislation, the Ticket printed through the Print@Home feature is associated to the name of the Ticket holder as indicated during the purchase procedure; for this reason the "change of user" option indicated in art. 4.8 (e) of the present Terms and Conditions is not available;
- g) The Customer acknowledges and expressly agrees to be the only responsible for any consequence that may occur regarding the impossibility to use the purchased Tickets, caused by the failure to respect all the conditions hereby indicated by using the Print@home feature;
- h) for any problem regarding the availability of the file/s containing the Ticket after selecting the Print@Home option, the Customer shall send an email to [ticket@ticketone.it](mailto:ticket@ticketone.it) specifying the user, the purchase number and the problem occurred.

**7.4** In case of collection of the purchased Ticket directly from the Organizer and at the Place of the Event, the Customer undertakes to respect under his/her own responsibility the following conditions, and acknowledges that:

- a) the Organizer is responsible for the delivery of the Tickets to the places and with the methods indicated by him;
- b) the places and methods of collection of the purchased Tickets may be changed by each Organizer;
- c) in order to collect the Ticket the Customer shall show
  - the Proof of Purchase indicated in art. 6.7 of the present Terms and conditions (it is hereby specified that the Proof of Purchase can be found in "Your Personal Page", by clicking on the purchase number that shows the details of the order followed by the words "Sold Ticket");
  - a piece of identification (driver's license, ID, passport) to verify the mandatory data submitted on the Website during the registration process;
- d) in case of proxy, the person appointed by the Customer to withdraw the Ticket needs to show a written proxy, signed by the Customer, together with a photocopy of a valid piece of ID of the Customer and his/her own valid piece of ID;
- e) the collection of the Ticket at the Place of the Event can be normally carried out at the box office, on the date of the Event.

**7.5** The Customer may require the delivery to his/her domicile, if this method is available for the category and type of the purchased Ticket. Such choice is subject to the Customer's discretion. Home delivery entails additional costs, as indicated in art. 5 of the present Terms and Conditions. The Customer may indicate a delivery address for each order executed. The indication of the shipping data is directly submitted by the Customer; therefore TicketOne will not be responsible for any failure of delivery caused by wrong submitted data. TicketOne guarantees assistance to the Customer at: [ticket@ticketone.it](mailto:ticket@ticketone.it). The Customer acknowledges that in case of delivery of the Ticket to the indicated address, TicketOne is responsible until the moment of delivery of the Ticket to the courier (delivery services are entrusted to another Company). TicketOne will not be responsible for any event and non-delivery occurred after the moment of delivery to the courier.

## **8. EXCLUSION OF RIGHT OF WITHDRAWAL FROM THE AGREEMENT**

**8.1** The Consumer acknowledges that the right of withdrawal provided for by art. 52 of the Consumer Code is not applicable, given that the Agreement's object is the supply of products and services regarding free time, to be supplied by the supplier on a certain date or at a certain time.

**8.2.** The right of withdrawal is applied to distance sales of goods other than Tickets, unless such goods belong to the categories of goods for which the right of withdrawal is expressly excluded pursuant to art. 59 of the Consumer Code. In such case, the right of withdrawal can be exercised within 14 days from the date on which the Consumer has taken possession of the purchased good, by sending a statement containing the decision to withdraw from the agreement at: <http://www.ticketone.it/recesso>.



## **9. POSTPONEMENT OR CANCELLATION OF THE EVENT. CANCELLATION OF THE TICKETS. RIGHT TO REFUND AND REFUND PROCEDURE.**

**9.1** The Customer acknowledges that TicketOne is the supplier of TicketOne Services and is the subject acting in that name and on behalf of the Organizer in relation to the sale of Tickets; therefore the possible cancellation or postponement of the Event which Tickets refer to may be a consequence exclusively of the choices of the Organizer or of the authorities responsible for public order and security or due to force majeure or to reasons that do not depend on TicketOne.

**9.2** If an Event is cancelled or postponed by the Organizer, the Customer (or the Ticket Holder of the cancelled or postponed Event) will be entitled to request the Organizer the refund in accordance with the procedure and timing established by the Organizer. If TicketOne is entrusted by the Organizer, TicketOne will directly manage the refund process, according to the procedure and timing established by the Organizer, provided that it has received the necessary funds. With full transparency in favor of the Customer and especially in favor of the Consumer, please note that the failure to observe the procedure and timing for the refund established by the Organizer of the Event, in case of cancellation or postponement, will entail the loss of the right to obtain such refund. Such information shows full transparency in favor of the Customer in order to let him/her evaluate the advantage of the offer, in order to allow him/her to make an informed choice and to exercise his/her rights after the purchase.

**9.3** Without prejudice to art. 9.4, the Nominal price of the Ticket indicated in art 5.1 of the present Terms and Conditions will be refunded. The Customer acknowledges that, in case of cancellation or postponement of an Event, the refund will not include, in any case, the following entries, which will be therefore charged to the Customer:

- a) shipping costs and delivery costs, if the Customer chooses to get the purchased Ticket (later cancelled) delivered;
- b) phone charges regarding the calls to TicketOne's or the Organizer's Call Center;
- c) Fee for TicketOne Services;
- d) additional costs for specific options regarding the Tickets, if available and if selected by the Customer (e.g. insurance on the Tickets; costs regarding gift boxes, delivery of the Ticket purchased by the Customer to a third person, etc.).

**9.4** With reference to Pre-sale rights applied by the Organizer of the cancelled or postponed Event – if they are already included in the Nominal price of the Ticket or if they are deducted – the Organizer is entitled to decide not to refund such amount. In any case if Pre-sale rights are not refunded, in accordance with the Organizer's decision, the Customer acknowledges that he/she has been able to evaluate the amount which is not refunded, knowing the amount due for Pre-sale rights pursuant to art. 5.4 – Chart C (that may indicate the maximum percentage for the failure to refund). Shipping costs for the submission of the refund application will be charged to the Customer (and/or the Ticket Holder), if any, unless differently provided by the Organizer.

**9.5** TicketOne is entitled to cancel at any moment, upon request of the Organizer and/or of the Authorities responsible for public order and public security, a Ticket that was already issued or a purchase order already submitted by the Customer for technical reasons and/or for organizational reasons (different from those indicated in art. 9.1) and for problems regarding the actual payment of the Ticket by the Customer.

In case of cancellation of a Ticket, the Customer has the right to obtain the full refund of the Nominal price of the Ticket and of the other costs paid to TicketOne (including shipping costs if the shipment has not already been carried out) in accordance with the procedure and timing established by the Organizer, unless the cancellation is caused by non-payment of the Ticket by the Customer.

**9.6** The Customer also acknowledges the fact that he/she was able to evaluate concretely the amounts not subject to refund in case of cancellation or postponement of the Event or in case of cancellation of the Ticket, since he/she knew the total amount not refunded due as pre-sale rights as specified in art. 5 of the present Terms and Conditions.

**9.7** Any exchange of the Ticket of a cancelled Event for other Tickets regarding another Events is forbidden.

**9.8** The Customer acknowledges that TicketOne provides TicketOne Services and that possible changes of the Event regarding the Ticket in his/her possession (e.g. change of the Place of the Event, date changes, time changes etc.) can be a consequence of the choices of the Organizer or of the Authorities responsible for public order and public security or caused by force majeure or reasons that are not related to TicketOne. In such cases, the Customer (or the Ticket Holder) will be entitled to obtain, depending on the choice of the Organizer and on the information given by the latter, the substitution of his/her Ticket or the refund according to the conditions set forth by art. 9. The Organizer will be, in any case, the only subject responsible for changes occurred and for information subsequently communicated.

**9.9** Without prejudice to exceptions decided and communicated by the Organizer, if an event or a show included within an Event

(composed by more events and/or shows) is cancelled without the cancellation of the entire Event, the Customer will not be entitled to any refund, entirely or partially, regarding the purchase of such Ticket.

**9.10** The Customer is responsible for cases of lost, damaged, wasted or destroyed Tickets or if the Ticket has been stolen or is partially illegible. In such cases the Customer has no right to, and TicketOne is not obliged to, substitute the Ticket.

## **10. MISCELLANEA.**

**10.1** Except for willful misconduct or gross negligence, TicketOne will not be responsible for any direct and indirect expense or damage of any kind, resulting to the Customer in connection with the purchase of the Tickets.

**10.2** Except for an agreement that was already executed with a Consumer, TicketOne reserves its right to withdraw, modify, suspend or interrupt any feature or service that was already performed in connection with the sale of the Tickets, if necessary or appropriate for technical / organizational reasons.

**10.3** The Customer undertakes to purchase the Tickets or the Subscription Packages for personal use only and not to use them for profit-making business, commercial brokering, political, advertising and promotional purposes, for shows regarding prize winning in which the prizes consist of the Tickets etc. In light of the foregoing the Customer shall be duly authorized in writing by the Organizer and/or by TicketOne, if TicketOne is authorized by the Organizer.

The Customer using the Tickets in breach of this article will be responsible for damages arising from his/her conduct and will be therefore actionable.

## **11. GOVERNING LAW AND JURISDICTION.**

**11.1** The agreement has been drafted and shall be interpreted in accordance with Italian law.

**11.2** The application of the United Nation Convention on Contracts for the International Sale of Goods signed in Vienna on 11<sup>th</sup> April, 1980 is expressly excluded.

**11.3** The Court of the Consumer's place of residence or domicile shall have competence for any dispute arising from the Agreement and these Terms and Conditions.

**11.4** In any other case, the Court of Milan shall be deemed exclusively competent.

**11.5** It is hereby specified to the Customer that alternative dispute resolution processes or techniques are not available at the moment.

**11.6** The present Terms and Conditions, the provisions indicated in each single step of the distance-sale process, if applicable, and the contractual conditions on the Ticket contain the entire agreement between the Customer and TicketOne.

**11.7** In case of conflict between this English version of the Terms and Conditions and the Italian version of the same as published by TicketOne, as well as in case of conflict between any other content of the Agreement in the English version in respect to the corresponding Italian version, the Italian version shall prevail.

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