

## Public Terms of Use for ticket purchase

This Public Terms of Use (hereinafter referred to as the "Terms of Use") determines the procedure for the provision of services, as well as mutual rights, obligations and the procedure for relationships between Fanaticka OÜ (registry code 16344598), hereinafter referred to as the "Fanaticka OÜ", represented by the director Georgijs Žarikovs, acting based on the decision of the founder, and the buyer of tickets for cultural, sports and any other entertainment events, hereinafter referred to as the "Client", who accepted the public offer to conclude this Terms of Use.

### 1. Terms and Definitions:

In this document, the following definitions are used equally in the singular and in the plural with the following meanings:

**Ticket (Electronic Ticket, E-Ticket)** - a Terms of Use between the Event Manager of the Event and the Client, certifying the right of the latter to attend the Event indicated on the Electronic Ticket. It includes an ordered set of Data, including those generated by the System, including the values of the Ticket details (cost, Event name, place, date and time of its holding, etc.), which unambiguously describe and confirm the Client's right to a one-time visit to the Event. Ticket is provided in PDF (Portable Document Format). In order to open and print the document you need a free of charge software Adobe Reader, available at the website of Adobe — [www.adobe.com](http://www.adobe.com).

**Fanaticka OÜ** - a legal entity established in accordance with the laws of Estonia and selling Electronic Tickets for events. Fanaticka OÜ (registry code 16344598) Ruunaoja tn 3-81, Tallinn, 11415

**Client** - an individual or legal entity (persons) to whom Fanaticka OÜ, on the terms and conditions established by this Terms of Use, provides services for booking, issuing and selling Tickets for Events.

**Event manager** - a legal entity or an individual entrepreneur that has instructed Fanaticka OÜ to provide distribution and booking services, issuance, sale (directly to Clients) of Tickets for Events at its expense, unless otherwise expressly provided by the provisions of this Terms of Use.

**Event** - a cultural and entertainment Event, including a theatrical performance, circus performance, concert in a hall, club or outdoor area, exhibition, film screening, festival, show, fashion show, sports competition, excursion, as well as any other event, the visit of which is possible only upon presentation of a special document - a Ticket.

**Partner** – a legal entity and/or an individual entrepreneur selling Tickets to the Client on behalf of Fanaticka OÜ.

**System** - an automated information system [www.fanaticka.eu](http://www.fanaticka.eu), a software package designed for booking Tickets and consisting of a web portal [www.fanaticka.eu](http://www.fanaticka.eu), and an internal business process automation system that meets the requirements for protection against unauthorized access, identification, recording and storage of all transactions with the Ticket, preservation of the unique series and number of the Ticket.

**Order** - one or more Tickets selected by the Client (for the Client) from the System, and united in the System by a single identification number.

**Hall** - a room or other object intended for holding the Event.

**Place** - a place in the Hall (if there is an individually defined place).

**Reservation** - a preliminary reservation of a place at an Event (the right to attend the Event). The reserved Ticket must be paid for within 15 minutes from the start of the Reservation. A Client cannot have more than one Reservation at the same time. The possibility of Reservation can be terminated 2 working days before the start of the Event.

**Cancellation** - removal of Tickets from the Order with their automatic transfer to free sale in the System. If the Order is not paid, it will be canceled automatically.

**Nominal value of the Ticket** - the cost of the Ticket set by the Event manager for all Clients.

**Commission for accepting funds** - the amount of funds paid by the Client when purchasing a Ticket in order to cover (compensate) the costs of Fanaticka OÜ arising from the provision of services for organizing the receipt of funds by using a payment bank card.

**Personal data of individuals (hereinafter - Personal data)** - a set of basic and additional personal data, as well as data on the details of documents confirming the main and additional personal data of specific individuals.

**Consent** - the consent of the Client to take actions with Personal data, information relating to the Client and related to commercial or other legally protected secrets for the purpose of using the site resources.

**Actions with personal data** - collection, processing, storage, recording, systematization, accumulation, clarification (updating, changing), extraction, use, deletion of information on the site about the client's Personal data, in compliance with the requirements defined by the legislation on information, informatization and information protection

## **2. General Provisions.**

2.1. Under this Terms of Use, Fanaticka OÜ undertakes to provide the Client with services for booking, issuing and selling Ticket(s) for a cultural and entertainment Event using Fanaticka OÜ's System, in the manner and on the terms provided for in this Terms of Use.

2.2. This Terms of Use is a public Terms of Use, according to which Fanaticka OÜ undertakes to provide services to an indefinite number of persons (Clients) who applied for these services.

2.3. Placement of the text of this Terms of Use on the official website of Fanaticka OÜ by: [www.fanaticka.eu](http://www.fanaticka.eu) is a public offer (offer) of Fanaticka OÜ addressed to an indefinite circle of persons to conclude this Terms of Use.

2.4. Sale of Tickets to the Client is carried out exclusively on the terms of this Terms of Use and only in case of its full and unconditional acceptance. Partial acceptance, as well as acceptance on other terms, is not allowed. The use by the Client of the services of Fanaticka OÜ on the conditions proposed in this Terms of Use indicates the conclusion of this Terms of Use between them. If the Client does not fully accept the terms of this Terms of Use, the Tickets will not be sold. Tickets purchased by the Client cannot be returned, including in case of refusal by the Client based on the Client's Terms of Use with the terms of this Terms of Use after accepting its terms and paying for the Ticket. Refunds for the Tickets purchased by the Client are possible only in the manner and on the terms established by this Terms of Use.

2.5. The fact confirming the acceptance (acceptance) by the Client of the terms of this Terms of Use is the payment by the Client for the Ticket in the manner and on the terms specified in this Terms of Use.

2.6. This Terms of Use, if the procedure for its acceptance is fully observed, is considered concluded in simple written form.

2.7. Fanaticka OÜ is an intermediary between the Event Manager of the Event and the Client and is not responsible for failed or canceled Events, change of dates, delays, quality of Events and other issues related to the organization of Events. The Event Manager is responsible for these matters.

## **3. Procedure for purchasing a ticket**

3.1. Fanaticka OÜ is not the Event Manager of any Event. Fanaticka OÜ sells Electronic Tickets for Events on behalf of and at the expense of the Event Manager.

3.2. The Client has the right to pay for Tickets by any of the methods offered by Fanaticka OÜ, information about which is available on Fanaticka OÜ's website.

3.3. The payment is recognized as made by the Client at the moment of receipt of funds to the settlement account of Fanaticka OÜ or official partners.

3.4. In case of making a payment using a bank card, the Client is obliged to use a bank card issued in the name of the Client. Fanaticka OÜ shall not verify identity of users, except Username and Password.

3.5. In case of non-payment or only partial payment of the Order during the Reservation Validity Period, the Order is considered unsold and is cancelled.

3.6. Fanaticka OÜ has no right to replace, compensate for destroyed, lost, stolen, damaged and other Tickets. Fanaticka OÜ does not deliver Tickets, print and / or compensate for printing an Electronic Ticket, etc. Fanaticka OÜ is not responsible for losses incurred in connection with the Event, and also does not compensate for the cost of items lost during the Event. The rights and obligations associated with the purchased Ticket are determined and published by the Event Manager, and Fanaticka OÜ is under no circumstances responsible for the content, modification, enforcement of these rights and obligations. All claims related to the Event, related to the conduct, content, quality, advertising, etc., are presented to the Event Manager.

3.7. Fanaticka OÜ has the right at any time to limit the number of Tickets purchased / booked by one person on the website [www.fanaticka.eu](http://www.fanaticka.eu) and to terminate the transaction for the purchase of such a number of Tickets that exceeds the allowed number, and also reserves the right to cancel the Reservation for Tickets and return of paid funds, in case of abuse by the Client of using the System of Fanaticka OÜ, as well as in case of suspicion of fraudulent activities, incl. purchase of Tickets for the purpose of further resale. Before canceling a Reservation / canceling a Ticket / blocking a Client's account (personal account), the company's technical specialist sends an email with the relevant information to the Client's email address.

3.8. By purchasing a Ticket on the website [www.fanaticka.eu](http://www.fanaticka.eu), the Client agrees to the automatic distribution of promotional e-mails to the e-mail and phone number specified during registration.

3.9. The Client has the right to use the Ticket Reservation service on the website [www.fanaticka.eu](http://www.fanaticka.eu).

3.10. The reserved Ticket must be paid for within 15 minutes from the start of the Reservation procedure. After the specified time, the Reservation procedure is canceled. Payment for the reserved Ticket is made by means of a bank card. Manual Cancellation is not possible. In this case, payment is made at the cost set by the Event Manager of the Event at the time of the actual payment for the Ticket(s). When paying using the Internet bank, additional service fee may be applied by the bank providing the service. This depends on the terms and conditions of the Terms of Use the customer has with the particular bank. To find out more regarding these terms, the Client must contact their bank of service.

3.11. The Client is solely responsible for the correctness of the specified e-mail. The Client accepts and agrees that he is fully responsible for reporting a false or invalid e-mail address. The possibility of issuing an Electronic Ticket in this case to the Client's e-mail address, which is different from the one previously indicated during Reservation. Fanaticka OÜ has the right to require the provision of additional documents confirming the fact of Ticket purchase.

3.12. The E-Ticket is sent to the Client to his e-mail address only if the Client complies with the terms of this Terms of Use on payment of the cost of the E-Ticket and Fanaticka OÜ Fee.

3.13. The Client also pays a commission for accepting funds in the amount set by Fanaticka OÜ (2,5% of the ticket price).

3.14. Fanaticka OÜ does not check whether the person presenting the Ticket is the person who bought the Ticket and is not responsible for any damage caused by this. Only one person can enter the Event with one Ticket. The Client is responsible for the safety of the Ticket.

3.15. When attending an Event based on a Ticket printed by the Client, the Client is considered to have entered upon the first presentation and (or) scanning of the Ticket by the controller. Tickets with an identical barcode are not legally significant. Fanaticka OÜ is not responsible for the authenticity and identification of Tickets purchased at unspecified locations.

3.16. The Client is obliged to independently and at his own expense print the E-Ticket. When printing an E-Ticket, the Client must ensure that the quality of the E-Ticket printing is adequate. In case of non-fulfillment or improper fulfillment of the obligation established by this paragraph, the Client is fully responsible for such actions (inaction), including in the Event that the Event Manager of the Event refuses to enter the Event. Fanaticka OÜ shall not be liable for any losses incurred by the Client in case of

violation of the terms of this paragraph, because Fanaticka OÜ is not a party to the contract for the provision of services related to the holding of the Event.

3.17. The Client has the right, if this is allowed by the Event Manager and it is indicated by Fanaticka OÜ at the time of issuing the Electronic Ticket on the Internet site of Fanaticka OÜ, when entering the Event, to present the Electronic Ticket stored in the memory of a technical device belonging to the Client, provided that such a device allows the possibility of demonstrating a document for control (scanning) by the access control system at the venue of the Event.

3.18. The Client is solely responsible for the safety and protection of the Electronic Ticket from copying. In case of copying the Electronic Ticket, access to the Event will be opened with the Ticket that was presented first.

3.19. When carrying out promotions (discount, promotional codes, etc.) - the percentage of the discount applies only to the cost of the Ticket, excluding the commission for receiving funds and other additional commissions.

3.20. If the Event Manager has changed the location of seats in the Hall, as well as changed their number, in this case Fanaticka OÜ may replace the Customer's Location in the Hall with another seat of similar cost.

3.21. The Client is solely responsible for the preservation and protection of the Electronic Ticket from copying. If the Client copies the E-Ticket, access to the Event will be open on the Ticket that was presented first.

#### **4. Ticket return procedure**

4.1. In accordance with the legislation of the European Union, refund of Tickets for Events is made by Organizer only in cases of Cancellation of the Event. The Event Manager returns to the Client only the Nominal Ticket price, refund of the Service Fee and the cost of Additional Services is not made by Fanaticka OÜ. Fanaticka OÜ is not responsible for the timeliness and completeness of the Principal's refund to Buyers.

4.2. If the Event was cancelled, postponed or place of venue is changed, Fanaticka OÜ shall not be liable for exchange or reimbursement of Tickets. In case of Cancellation of the Event, the website [www.fanaticka.eu](http://www.fanaticka.eu) contains information on how the Clients can return money for Tickets. Fanaticka OÜ makes a refund only on behalf of the Event Manager of the Event and in accordance with the current legislation. In the absence of this instruction, the return of Tickets will be carried out by the Event Manager. Exchange and/or reimbursement shall be arranged by the Event Manager or Fanaticka OÜ, if respective agreement with the Event Manager has been concluded.

4.3. The commission for receiving funds are not returned to the Client, since the service is considered rendered. If the Event is cancelled or postponed Client will receive refund of nominal value of the Ticket.

4.4. If the Event Manager has authorized Fanaticka OÜ to refund the Clients who purchased the Ticket for the canceled Event, the Client undertakes to fill in the form on the main page of the Fanaticka OÜ's website (or refund application which will be provided by Fanaticka OÜ) and consent to the processing of the Client's Personal data.

4.5. Procedure for refund to the Client in accordance with paragraph 4.1. of this Terms of Use, purchased without using the bonus points system:

4.5.1. Refund to the Client in case of payment of the Order (Tickets) by non-cash method (bank card) occurs after the Client sends mail request to [support@fanaticka.live](mailto:support@fanaticka.live) by adding a photo and / or scanned copy of Ticket (Tickets) and other needed documents. Cash is credited automatically to the bank card used to pay for the Tickets.

4.5.2. Refunds are made within 10 (ten) business days of the providing a complete set of correctly executed documents.

4.6. Procedure for refund to the Client in accordance with paragraph 4.1. of this Terms of Use, purchased using the bonus points system:

4.6.1. In case of cancellation of the Event, 100% of the bonus points spent on the purchase of the returned Ticket, as well as 100% of the funds received as payment for the returned Ticket, will be refunded, except for the commission for accepting funds.

4.6.2. Refund to the Client in case of payment of the Order (Tickets) by non-cash method (bank card) occurs after the Client send mail request to support@fanaticka.live by adding a photo and / or scanned copy Ticket (Tickets) and other needed documents. Cash is credited automatically to the bank card used to pay for the Tickets.

4.6.3. Refunds are made within 10 (ten) business days of the providing a complete set of correctly executed documents.

4.7. The procedure for accrual, use and write-off of bonus points is governed by Fanaticka OÜ's Bonus Program Rules published on Fanaticka OÜ's website.

4.8. Only the Client whose Data is specified in the Order can apply for a refund / bonus points, the funds are returned to the Client only if the Client actually returns the purchased Ticket. Refunds are made to the same bank details from which the payment for the purchased Ticket was made.

4.9. All claims in relation to content, quality and advertising of Event shall be submitted to the Event Manager.

## **5. Responsibility of the parties. Personal data**

5.1. Fanaticka OÜ is not responsible for the postponement, replacement or cancellation of the Event, as well as for the preparation and holding of the Event.

5.2. In case of non-fulfillment or improper fulfillment of their obligations, the Parties shall be liable in accordance with the law and the terms of this Terms of Use. The responsibility of Fanaticka OÜ in the process of providing Services to the Client is limited to the function of organizing and implementing interaction between the Event Manager and the Client in order to sell the last Ticket, that is, the Services provided directly by Fanaticka OÜ.

5.3. Fanaticka OÜ is not responsible for the non-compliance of the services provided by the Event Manager with the Client's expectations and / or his subjective assessment. Advice and recommendations provided to the Client cannot be considered as providing guarantees.

5.4. The Client assumes all possible commercial risks associated with actions in case of errors and inaccuracies in providing them with their Data.

5.5. Fanaticka OÜ is not liable for any losses and moral damages incurred by the Client as a result of erroneous understanding and / or misunderstanding of information about the procedure for registering / paying for the Event, as well as receiving and using the Services.

5.6. Fanaticka OÜ is not responsible for the operability and (or) security of information communication channels used by the Client to access the Internet site of Fanaticka OÜ, as well as for the safety of Data, including the E-Ticket received by the Client in accordance with the terms of this Terms of Use.

5.7. In no Event shall Fanaticka OÜ, its employees, directors, founders, officers or other related parties, sponsors, intermediaries, representatives, partners or any other persons, including those acting on behalf of Fanaticka OÜ, be liable for any direct or indirect losses resulting from the sale of the Ticket or the receipt of services, as well as from unauthorized access to the Client's Personal data, including lost profits. Neither Fanaticka OÜ, nor Event Manager checks the identity of Ticket buyer or owner, and it does not undertake responsibility for losses caused in this regard.

5.8. By agreeing to this Terms of Use, the Client provides his Personal data, as well as his consent to their processing. The Client confirms that the Data provided by him/her to Fanaticka OÜ is provided voluntarily and with the consent of the Client. The Client gives Fanaticka OÜ consent to the processing of his/her Personal data transferred to Fanaticka OÜ (name and surname, place of residence, phone number, e-mail, username, password, passport data; individual tax number. etc.). The purpose of processing Personal data is providing a service and executing contracts and Terms of Uses concluded by Fanaticka



OÜ with individuals, providing the Client with information about Fanaticka OÜ, the Event Manager, for conducting mailings about the Event (s), in any form not prohibited by applicable law.

5.9. By accepting the terms of this public Terms of Use, the Client agrees to the processing of his/her Personal data to Fanaticka OÜ, the Event Manager, his representatives and employees, receiving newsletters in the format of e-mail newsletters, in other ways not prohibited by applicable law. As Fanaticka OÜ sells Tickets on behalf of independent Event Manager and venues organizing Events, we must on occasion also share certain limited elements of your Personal data with the Event Manager.

5.10. The list of actions with Personal data to which the Client consents: collection, systematization, accumulation, storage, clarification (updating, changing), use, distribution (including transfer), depersonalization, blocking, destruction of Personal data. These actions can be carried out in the following ways: in documentary, electronic, oral forms.

5.11. Fanaticka OÜ undertakes not to transfer the Data received from the Client to third parties, with the exception of state bodies on the basis of their requests. It is not considered a violation to provide Personal data to third parties acting on the basis of a Terms of Use with Fanaticka OÜ in order to fulfill obligations to the Client and only within the framework of this public Terms of Use. The Client acknowledges and agrees that in certain circumstances Fanaticka OÜ may be obliged to disclose certain elements of Personal data relating to Client to third parties, for example, in order to process Client's order or get authorization from Client's bank. Fanaticka OÜ will not disclose Client's Personal data to third parties unless the Client has consented to this disclosure or unless the third party requires the details to fulfil Client's order. Fanaticka OÜ will disclose Client's Personal data if Fanaticka OÜ believes in good faith that Fanaticka OÜ is required to disclose it in order to comply with any applicable law or other valid legal process.

5.12. The Client accepts the cookie policy used on the site and agrees to receive information about the IP address and other information about his activity on the site. This information is not used to identify the Client.

5.13. When processing Personal data, Fanaticka OÜ takes the necessary and sufficient organizational and technical measures to protect Personal data from unauthorized access to them, as well as from other illegal actions in relation to Personal data.

5.14. Fanaticka OÜ web-site may include references and links to worldwide information on the Internet. Since Fanaticka OÜ has no control over these sites and information they provide, Fanaticka OÜ shall not be liable for consistency, relevance and information content of the abovementioned sites.

5.15. Any use of the website [www.fanaticka.eu](http://www.fanaticka.eu), its content and data for illegal purposes, as well as for the sale or resale of Tickets, for advertising or other action for the purpose of obtaining benefits, incl. mediation in the sale of Tickets is prohibited without the prior written consent of Fanaticka OÜ. In case of violation of the conditions of work with the site [www.fanaticka.eu](http://www.fanaticka.eu), Fanaticka OÜ has the right to stop using the resource by the Client, and / or terminate the Ticket purchase transaction by the specified Client unilaterally.

5.16. By performing any action on the website [www.fanaticka.eu](http://www.fanaticka.eu), the Client confirms:

- they are at least 18 years old and fully liable persons (for persons of 7-18 years having limited liability, confirmation by fully liable person is required to use the Fanaticka OÜ web-site);
- To bear full responsibility for not disclosing his/her Username or Password to any third party;
- To observe all Terms of Use of the Fanaticka OÜ web-site;
- Not to use any third person's payment card.

5.17. The contact information of Fanaticka OÜ can be found at [www.fanaticka.eu](http://www.fanaticka.eu).

5.18. Any violation of these Terms of Use shall entitle Fanaticka OÜ to block access to and/or cancel purchase of Tickets by any user.

5.19. The Client of the Fanaticka OÜ web-site shall agree not to interfere in any way with proper functioning and technical solutions of the Fanaticka OÜ web-site. Any monitoring of use of the Fanaticka OÜ web-site and copying, reproducing, adjusting, using and publishing data for any purpose shall be

prohibited. Any action that may cause unreasonably large download on the I-shop or ticket booking system shall be prohibited.

5.20. By law, the Client can ask Fanaticka OÜ what information does Fanaticka OÜ hold about Client, and the Client can ask to correct it if it is inaccurate. If Fanaticka OÜ has asked for Client's consent to process Client's Personal data, the Client may withdraw that consent at any time.

5.21. If Fanaticka OÜ is processing Client's Personal data for reasons of consent or to fulfil a contract, the Client can ask Fanaticka OÜ to give the Client a copy of the information in a machine-readable format so that the Client can transfer it to another provider.

5.22. If Fanaticka OÜ is processing Personal data for reasons of consent or legitimate interest, the Client can request that Data to be erased.

5.22. The Client has the right to ask Fanaticka OÜ to stop using Data for a period of time if Fanaticka OÜ believes Fanaticka OÜ is not doing so lawfully.

5.23. In some circumstances The Client can ask Fanaticka OÜ not to reach decisions affecting the Client using automated processing or profiling.

5.24 To submit a request regarding Client's Personal data by email, post or telephone, the contact information provided above in the Who Are We section of this policy to be used.

## **6. Special conditions**

6.1. Disputes under this Terms are subject to consideration in the court of Tallinn, Estonia in accordance with the laws of Estonia.

6.2. By purchasing a Ticket, the Client automatically agrees to the terms of this Terms of Use and undertakes to fulfill the rights and obligations set forth in this public Terms of Use. Amendments and/or additions to this Terms of Use are made unilaterally by decision of Fanaticka OÜ. The text of amendments and / or additions to this Terms of Use or its new version is brought to the public by Fanaticka OÜ by publishing the relevant information on the official website of Fanaticka OÜ - [www.fanaticka.eu](http://www.fanaticka.eu)