# Ticketing General Terms & Conditions (GT&Cs): WM Sportklettern 2023

# 1. Scope of application

By purchasing or using a ticket (single ticket, multi-day ticket, family ticket), the ticket holder accepts the following Ticketing General Terms & Conditions of the 2023 Sport Climbing World Championships (hereinafter: WM Sportklettern 2023) and the PostFinance Arena stadium regulations.

If the ticket was purchased through Ticketcorner AG or a Ticketcorner ticket agency, the General Terms & Conditions and the Data Privacy Policy of Ticketcorner AG shall apply in addition to the relevant provisions in these GT&Cs.

### 2. Ticketing

Tickets can be purchased through the WM Sportklettern 2023 website, through Ticketcorner AG and its official ticket agencies and at the venue.

#### 2.1 Tickets

By purchasing a ticket, the purchaser acquires the right to enter and attend the WM Sportklettern 2023 at the PostFinance Arena in Berne ("event venue") with the number of persons stated on the ticket on the indicated dates and in the indicated category.

The ticket also entitles to travel from any location within Switzerland to the event venue on the dates indicated on the ticket. The ticket is valid on all routes and means of transport on the SBB network (GA Travelcard area of validity) in 2<sup>nd</sup> class, or in 1<sup>st</sup> class with a VIP ticket. Travel to and from the event must be on the direct, customary route.

Tickets purchased with the print@home function can either be used digitally or printed out on paper.

Purchasers of tickets with the print@home function may print them out on paper if desired. The barcode must be clearly visible on the printout. If the barcode is unreadable at the venue's entrance control point, there is no right to admission and no right to a refund.

By purchasing a discounted ticket, the purchaser declares that he/she meets the conditions for eligibility to the discounted ticket. The purchaser must be able to provide appropriate proof (notably identity card, SAC membership card) upon request at the entrance control point. Otherwise, admission may be refused. The same terms also apply to the purchase of discounted tickets on behalf of third parties.

Family tickets are only valid for adults and their own children. A family ticket is for a minimum of one and a maximum of two parents with an unlimited number of their own children up to 15.99 years of age. These tickets are personalised. Appropriate proof of identity must be provided on request upon admission to the event arena and at the SBB ticket inspection.

Adolescents under 14 years of age may only be admitted when accompanied by an adult. The organiser declines any responsibility or liability in case of non-compliance.

#### 2.2 Conclusion of contract

A ticket purchase creates a contract between the purchaser and Ticketcorner with regard to the processing of the purchase including shipping. The Verein WM Sportklettern 2023 is not a party to this contract.

The contract to attend the WM Sportklettern 2023 (the event) is exclusively between the purchaser and the Verein WM Sportklettern 2023 (the organiser). The contract between the purchaser and the Verein WM Sportklettern 2023 is concluded with the confirmation of the order by Ticketcorner AG or with the shipping or handover of the ticket. Shipping shall be by the method chosen by the purchaser at the purchaser's own expense and risk. The purchaser is responsible for checking the accuracy of the information on the ticket immediately upon receipt and submitting any complaints to Ticketcorner without delay.

# 2.3 Ticket prices and charges

The prices valid on the day on which the ticket is ordered apply. Prices are shown on the official Ticketcorner website (www.ticketcorner.ch) and are quoted in Swiss francs, including VAT, excluding shipping and/or handling charges.

### 2.4 Terms of payment

The GT&Cs of Ticketcorner AG apply. The Verein WM Sportklettern 2023 accepts no responsibility for the payment and processing arrangements determined by Ticketcorner.

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# 2.5 Exchange/return/replacement

The exchange or return of tickets is generally excluded.

Tickets will not be replaced if lost or damaged (e.g. no longer readable).

If an event is cancelled by the organiser for any reason, the ticket in question must be returned to the ticket agency from which it was purchased or ordered no later than 30 days after the original date of the event. After this period, the entitlement to a refund expires. Only the ticket price for the WM Sportklettern 2023 (excluding service, order and payment charges as well as any shipping and similar costs) will be refunded, minus an administration fee of CHF 2.50 per ticket to cover the return handling costs.

If an event has to be cancelled for technical reasons, it shall be deemed to have been held if the first half of the total duration has been reached. A refund of the purchase price or parts thereof is excluded.

If an event cannot be held due to an unforeseeable event beyond the organiser's control (force majeure such as fire, natural disaster, armed conflict, pandemic, terrorism, official directive, epidemic, strike action) the organiser assumes no liability for this and a return and/or exchange of tickets is excluded.

If the competition is rescheduled, the tickets for the originally scheduled competition date remain valid for the new competition date.

# Transferability and resale

Tickets are in principle transferable. However, the owner is liable for any damage caused by the ticket holder and may lose the entitlement to the services provided by the ticket. Discounted single tickets may only be transferred to persons who are also eligible for a discount.

Family tickets are not transferable. These tickets are personalised.

Reselling tickets for commercial purposes is not permitted. If the Verein WM Sportklettern 2023 or Ticketcorner AG become aware of any commercial resale activity, it may refuse any future ticket sales to the individual concerned, refuse access to the

arena and impose a venue ban. The right to take legal action or to claim damages remains reserved.

The Verein WM Sportklettern 2023 dissociates itself from any ticket providers that do not belong to the official points of sale.

#### 3. Safety

By purchasing a ticket, the customer accepts the safety and operating regulations of the event, notably the current and displayed stadium regulations of the PostFinance Arena. The stadium regulations can also be viewed here: <a href="PostFinance-Arena-Stadion-Reglement-de.pdf">PostFinance-Arena-Stadion-Reglement-de.pdf</a>

<u>(postfinancearena.ch)</u>. Event attendees acknowledge that they may be excluded from the event without any compensation in the event of non-compliance with these regulations.

The organiser reserves the right to refuse admission on important grounds (against reimbursement of the nominal value of the ticket).

Ticket purchasers/event attendees hold unlimited liability towards the organiser for direct and proven damage caused by unlawful intent or gross negligence. In the case of slight negligence, the liability of the ticket purchaser towards the organiser is excluded.

The organiser, representatives of the organiser and/or auxiliary persons shall only be liable for direct damage caused intentionally or by gross negligence. Liability for indirect and secondary damage is fully excluded.

The organiser is committed to ensuring safety at the events, but cannot accept any liability for damages of any kind.

In order to hold the event, the authorities or the organiser may impose additional protective and/or hygiene measures (e.g. mandatory mask wearing, obligation to keep a distance, obligation to leave contact details, etc.), which must be strictly adhered to. Protective and/or hygiene measures shall be published on the website. Non-compliance will result in exclusion from the event without entitlement to a refund. Protective and/or hygiene measures are subject to change.

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Attendees should be aware that the risk of infection or illness with a pathogen cannot be ruled out even if an appropriate protection concept is in place and hygiene measures are adhered to. Visitors attend the event at their own risk. The organiser declines any and all liability in the event of a possible infection from or illness with a pathogen – before, after and during the events in the relevant venue and adjacent environment.

### 4. Data privacy

The Verein WM Sportklettern 2023 does not receive or process customer data. Ticketcorner does not share with the Verein Sportklettern 2023 data entered by the ticket purchaser.

All competitions are recorded. By purchasing a ticket, the purchaser accepts this and consents to be a part of a public event with the production of media images.

### 5. Severability clause

The ineffectiveness of individual provisions of these Ticketing GT&Cs shall not affect the validity of the remaining provisions therein. Ineffective provisions shall be replaced by provisions that correspond as closely as possible to the intended purpose.

# 6. Place of jurisdiction/applicable law

These Ticketing GT&Cs are governed exclusively by Swiss law. Place of jurisdiction is Berne, canton Berne, Switzerland.

### 7. Unilateral right to amend at any time

The organiser reserves the right to unilaterally amend these GT&Cs.

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Berne, November 2022

These General Terms & Conditions have been translated from the German original. In the event of dispute, the German-language version is binding.