luxembourgticket

GENERAL TERMS AND CONDITIONS OF SALE

Preamble

luxembourgticket will act as a simple sales intermediary between the customer (hereinafter referred to as "you") and the organisers of the shows or events concerned, with the agreement of the various organisers. luxembourgticket will manage the shows and events proposed in accordance with the instructions of the responsible organiser and will also take care of issuing tickets. Acquisition of the ticket will establish a contractual relationship with regard to the event between you and the organiser in question.

The present general conditions will only relate to the acts of ticket sales and in no case to the show or the event itself. During the event or show, the general conditions of the organiser in question will apply. Those general conditions may vary depending on the organiser and the location of the event or show.

1. TICKET PRICES AND PAYMENT

- 1.1. Ticket prices will be indicated in euros, including all taxes but excluding the costs of service and postage.
- 1.2. All orders, whatever their origin, will only be payable in euros.
- 1.3. luxembourgticket reserves the right to alter its prices at any time, but tickets will be invoiced on the basis of the tariffs in force at the time orders are placed.

2. AVAILABILITY

- 2.1. All your orders will be placed in real time on ticketing servers with the allocation of our best available seats. Within this context, our server will inform you in real time on the availability of tickets at the time of placing your order in accordance with the chosen category. In the event of unavailability in one of the requested seat categories, our server will automatically offer you the best remaining seats in the other categories.
- 2.2. When you make your booking, the "shopping cart" page will allow you to check that the places allocated to you correspond to your wishes. Indeed, in the event that the desired number of seats is greater than the remaining number of seats in the chosen category, you may be allocated seats which are not together, taking into account first and foremost the number of seats requested. If these places do not suit you, you may cancel them by clicking on the "delete position" button.

3. SEAT CHART AND SEAT LOCATIONS

3.1. During your booking, your seats may be indicated on a seat chart if they are available and if they are numbered seats.

4. PAYMENT

- 4.1. You are reminded that validating your order by clicking on the "buy now" button implies that you must pay the indicated price including service and postage fees, which may vary depending to the event concerned.
- 4.2. You may pay for your purchases on our website by credit card, PayPal or gift voucher.

5. SECURITY OF PAYMENTS AND PERSONAL DATA

- 5.1. Our website is secured by a security system. For the transmission, processing and recording of data, we use modern and reliable technologies. Payments by credit card will be made by the TELECASH system during the online transaction and the transmission of your data will be encrypted and secure (https://...).
- 5.2. We will only collect the following personal data: your name, postal address, email address and telephone number.

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Data will be processed in strict compliance with the applicable legal provisions and in particular the General Data Protection Regulations (EU Regulation 2016/679) (hereinafter referred to as the "GDPR").

The legal basis and purpose of the processing of personal data will be the execution of your order and the management of our commercial relations. The following persons will be recipients of personal data and are likely to intervene on such data: the staff of the Agence Luxembourgeoise d'Action Culturelle asbl within the strict framework of the tasks entrusted to it.

The data collected will be retained for a period not exceeding that necessary for the purposes for which they are collected, notwithstanding the right of luxembourgticket to retain certain data for a longer period due to legal/regulatory obligations applying to luxembourgticket, or due to exceptional situations justifying a longer retention period (legal proceedings etc.).

You are informed that for the purposes of the processing carried out by luxembourgticket in accordance with paragraph 3 of point 5.2., personal data may be transferred to other data controllers and in particular to event organisers for the purposes of their commercial management. luxembourgticket will make such transfers in strict compliance with the GDPR.

You agree that your personal data may be used for information and commercial canvassing purposes. You may freely and without charge withdraw your consent or object at any time to the processing of your personal data by sending a request to us as described in the last paragraph of this article. You may also, free of charge, have a right of access and rectification concerning the personal data in your regard.

You will have the right to be forgotten and may require the deletion of personal data, provided that there are no legal constraints and obligations against this being done.

In specific cases indicated in the GDPR, you may also request a processing limitation so that personal data may, with the exception of retention, be processed only with your consent.

In specific cases indicated in the GDPR, you will be entitled to receive all personal data in your regard and provided to luxembourgticket and to transmit them to another controller (right to data portability). luxembourgticket reserves the right to charge fees for such a transfer, in particular in the event of frequent requests and/or in the event of a request deemed excessive in terms of the volume of data concerned. You must inform luxembourgticket in writing in good time before the end of the processing operation as described in paragraph 3 of point 5.2. if you intend to exercise this right. Otherwise, luxembourgticket cannot be held responsible for the deletion of personal data.

Without prejudice to any other administrative or judicial remedy, you will have the right to lodge a complaint with the National Data Protection Commission if you consider that you are the victim of a breach in the processing of your personal data.

For any question relating to the processing of personal data, or in order to exercise your rights as described above, you may contact us by sending an e-mail to the following address: info@luxembourgticket.lu. You can also access and modify your personal data directly by connecting to your personal interface on the website www.luxembourgticket.lu.

6. RATIFICATION

6.1 You acknowledge that you have read and accepted these General Terms and Conditions of Sale before placing your order. The validation of your order implies unconditional acceptance of these General Terms and Conditions of Sale.

7. OBTAINING TICKETS

7.1. As the case may be, you will have a choice for obtaining your tickets between:

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Sending by mail

Sending tickets by mail involves payment of the postage costs by you, and these will be indicated to you at the time of ordering.

Collection at one of our points of sale

When you place your order, you may be offered the method of collection at one of our points of sale. In this case, as soon as your order is completed, you may go to one of the collection points indicated on the website or at the box-office of the event, with your booking number, an identity document and the bank card used to pay for your order.

<u>Ticketdirect (print@home)</u>

If you opt for this method of collection, we will provide you with the ticket in PDF format so that you can print it yourself. This ticket will be personalised and includes your name and address. The PDF format is a special file format for displaying documents. In order to print the ticket, you will need Adobe Acrobat Reader DC ©. We recommend that you print the ticket immediately and then save the file using the Acrobat Reader programme on your hard disk so that you can reprint it if necessary. If you have provided a valid email address, the ticket will also be sent to you by email (in PDF format).

Ticketdirect-Mobile

If you opt for this method of collection, we will provide you with the ticket as a QR code sent by email.

Please bear in mind that a <u>Ticketdirect</u> may require the presentation of a valid ID in order to be accepted at the entrance to the event. The provision of a Ticketdirect may require the payment of specific fees, which will be indicated to you when you order.

7.2. Upon receipt of the tickets, please check that they correspond to your order. In the event of obvious incorrect delivery, especially in the event of an incorrect ticket (e. g. wrong category of seats, wrong event), you will receive a free replacement delivery in exchange for tickets already delivered, provided that you notify us in writing of the error. All you have to do is send us an email to the contact details on the website www.luxembourgticket.lu.

8. EXCHANGE AND RETURN OF TICKETS

- 8.1. In accordance with Article L.122-9(7)l) of the Consumer Code, show tickets will not be subject to a right of retraction.
- 8.2. A ticket cannot be refunded even in the event of loss or theft, taken back, or exchanged except in case of cancellation of the event concerned. luxembourgticket reserves the right to accept the return of tickets in certain cases and at its sole discretion.
- 8.3. In case of cancellation or postponement of an event, we will immediately inform you by email, post or telephone. In case of cancellation, the event organiser will define the terms of reimbursement and our liability cannot be called into question. If we are responsible for the refund, we will do this as soon as possible (as soon as we receive payment from the organiser). In the event of a postponement of an event, we will inform you if the organiser grants the right of return and if so, within what period he wishes to exercise the right of return.
- 8.4. In case of cancellation of the event, only the ticket price will be refunded. No costs of any kind whatsoever will be refunded or compensated.

9. CLIENT SERVICE AND ORDER MONITORING

9.1. We will provide you with a customer service department that you can contact in accordance with the General Terms and Conditions of Sale presented on our website www.luxembourgticket.lu.

10. APPLICABLE LAW - DISPUTES

- 10.1. The ticket sales referred to herein will be subject to Luxembourg law.
- 10.2. If a dispute arises, the Luxembourg Courts alone will have jurisdiction.

luxembourgticket is managed by the Agence Luxembourgeoise d'Action Culturelle asbl.

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