# Terms of use

# **Terms and conditions**

(ticket sales through the Ticket Vision d.o.o. distribution network)

# 1. 1. IMPORTANT INFORMATION

TICKET VISION d.o.o. Belgrade (hereinafter: "Ticket Vision") is not the organizer of offered events.

Events are organized by the event organizer, who is also the entity issuing tickets ("Organizer").

Ticket Vision acts solely as the distributer for ticket sales on behalf of the Organizer, thus, it bears no liability with respect to organization and/or holding of an event, and it is not liable for refunds.

# 2. 2. TICKET PURCHASE

• 2.1 TICKET PURCHASE ON TICKET VISION POINTS OF SALE

The following are considered as Ticket Vision points of sale:

- Ticket Vision's own points of sale;
- - Internet store on the website tickets.rs (hereinafter: "Internet Store"); and
- - Partner points of sale.

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 $^{\circ}$  2.2 TICKET PURCHASE AT TICKET VISION POINTS OF SALE AND PARTNER POINTS OF SALE

Tickets can be purchased at Ticket Vision and partner points of sale. Tickets for events are printed at issued to the buyer after payment of the price.

Ticket purchases at Ticket Vision and partner points of sale are final and the buyer cannot withdraw from a completed purchase in terms of Article 36 paragraph 1 item 12 of the Consumer Protection Act ("Official Gazette of RS", No. 88/2021), because Ticket Vision provides, through ticket sales, services connected to free activities that take place at a specified time or in a specified period (that is, for which there is a specific deadline or period of performance). In accordance with Article 26 paragraph 1 item 6 of the Consumer Protection Act, by accepting these Terms and Conditions, the buyer is explicitly stating that they were informed by Ticket Vision that they cannot use the right to withdraw from the agreement, with which the buyer agrees.

# • 2.3 TICKET PURCHASE IN THE INTERNET STORE tickets.rs

Ticket purchase in the Internet Store is final and the buyer cannot withdraw from a completed purchase in terms of Article 36 paragraph 1 item 12 of the Consumer Protection Act, because Ticket Vision provides, through ticket sales, services connected to free activities that take place at a specified time or in a specified period (that is, for which there is a specific deadline or period of

specified time of it a specified period (that is, for writer there is a specific dedainte of period of

performance), and because the purchase entails delivery of digital content in the form of tickets in the PDF format (E-ticket or M-ticket). In accordance with Article 36 paragraph 1 item 13 and Article 26 paragraph 1 item 6 of the Consumer Protection Act, by accepting these Terms and Conditions, the buyer is explicitly stating that they were informed by Ticket Vision that they cannot use the right to withdraw from the agreement, with which the buyer agrees.

By making an order in the www.tickets.rs internet store, you are acknowledging that you have more than 18 years and that you have legal capacity to execute the relevant legal transaction.

The following steps should be followed for ticket purchases in the www.tickets.rs internet store:

Step 1 – select the event and the ticket price category;

Step 2 – select the manner of delivery and manner of payment;

Step 3 – enter personal data and accept general terms and conditions;

Step 4 – payment;

Stem 5 – confirmation of the order.

## 3. 3. MANNER OF DELIVERY

• - E-TICKET (print@home)

Your PDF tickets will be sent to the email you provided at purchase. In addition, your PDF tickets can be downloaded from our website immediately after placing the order, on the final page of the purchase process. PDF tickets need to be printed on A4 format paper. Store your tickets with care after printing and bring the printed tickets with you to the event.

- M-TICKET (mobile ticket)

Your PDF tickets adjusted for your mobile telephone will be sent to the email you provided on purchase. In addition, your PDF mobile tickets can be downloaded from our website, immediately after placing the order, on the final page of the purchase process. Store your tickets in your telephone with care and check your telephone battery before arriving to the event.

# • - COLLECTING TICKETS FROM TICKET VISION BOOTHS

Your tickets can be collected with the unique transaction ID number that you receive after completing the purchase from the Internet Store. Tickets paid online can be collected until the event date from Ticket Vision booths in Belgrade:

- - UŠĆE SHOPPING CENTER second floor (business hours: Monday Sunday from 10:00 to 22:00);
- - Cvetni trg (business hours: Monday Friday from 10:00 to 22:00);

- - Bilet Centar (business nours: Monday Friday from 19:00 to 22:00, Saturday from 10:00 to 15:00)
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  - - DELIVERY BY COURIER SERVICE (Serbia)

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The deadline for ticket delivery is three business days from the moment your payment is registered on the Ticket Vision account. Your tickets will be sent by courier after we receive your payment.

Delivery by courier service is not possible in the territory of AP Kosovo and Metohija.

#### 4. 4. MANNER OF PAYMENT

Tickets purchased at Ticket Vision points of sale can be paid in cash or by card.

Tickets purchased in the Internet Store can be paid only by card.

Each ticket becomes valid after payment of the entirety of the ticket price and processing costs that are displayed at purchase. VAT is included in the price and there are no hidden costs.

Processing costs for ticket purchases in the Internet Store are charged per order and are equal to 4% of the ticket price. Processing costs refer to coverage of necessary costs of processing payment transactions done by card, as well as administrative, material, and other operation expenses of Ticket Vision.

# • - GENERAL TERMS FOR ACCEPTING PAYMENT CARDS

The company Društvo za elektronsko štampanje, distribuciju i prodaju ulaznica TICKET VISION D.O.O. BEOGRAD (Savski Venac), having its seat at Vajara Đoke Jovanovića St. 12, 11000 Belgrade, company number:20102446, TIN:104159848, is acting in legal transactions as the ticket sale distributer in the Internet Store.

All payment shall be made in the local currency of the Republic of Serbia – the dinar (RSD). Information about prices displayed in other currencies are generated based on the middle exchange rate of the National Bank of Serbia. Amount debited to your payment card will be expressed in your local currency and the conversion shall be done at the exchange rate used by your card company, which cannot be known to us at the moment of purchase. As the result of this conversion, there is a possibility of slight differences from the original prices shown on our website. Thank you for understanding.

When entering information about your payment card, confidential information is entered through a public network in a protected (encrypted) form with use of SSL protocol and PKI system, being the currently most sophisticated cryptographic technologies. Data security during the purchase is guaranteed by the payment card processing entity, and the entire process is carried out in a safe.

guaranteed by the payment card processing entity, and the entire process is carried out in a safe environment. Payment card data is not available to our system at any moment.

In case of refunds to the buyer that previously paid tickets with a payment card, partially or in entirety, regardless of the reasons for refund, Ticket Vision shall carry out refunds only through VISA, EC/MC and Maestro payment methods, which means that the bank shall carry out the refund to the card user's account.

# • - LEGAL PERSONS - PAYMENT ON GROUNDS OF AN INVOICE

Ordering and payment for tickets on grounds of an invoice for legal persons requires the following information to be sent to the email callcenter@tickets.rs: company name, TIN, and email address to which our services should send the invoice. It is also necessary to indicate the event for which the tickets are ordered, number of tickets, and the ticket price category for which an invoice should be issued.

#### 5. 5. RETURN AND REPLACEMENT OF TICKETS

• - THE RIGHT TO RETURN TICKETS

The right to return tickets shall be granted to the buyer only in the following situations:

- - event cancellation;
- - postponement of the event for more than 120 days from the originally planned event date;
- - postponement of the event due to *force majeure* that lasts for more than 180 days from the originally planned event date.

Force majeure during which the Organizer's obligations are stayed occurs when the event Organizer is not able to fulfil its obligation to hold the event due to war, uprising, terrorist act, strike, accident, fire, blockade, flood, decision or action of epidemiological authorities, natural disaster, severe disruption in power supply, or other reasons that are beyond its power and control.

If the event is cancelled or postponed due to the aforementioned circumstances, Ticket Vision will inform buyers of this as soon as possible through its website www.tickets.rs. If the event is rescheduled for a new date, refunds for purchased tickets to users for whom the new date is not suitable will be possible until the start of the event on the new date, unless the event organizer decides otherwise.

In situations listed in the previous paragraph, the ticket shall be cancelled and the money refunded to the buyer to their current account or payment card through VISA, EC/MC and Maestro payment methods.

In case of refunds for purchases from the Internet Store, the buyer shall be refunded the amount equal to the price of tickets purchased for the relevant event. The buyer shall not be refunded the processing costs equal to 4% of the ticket price, because Ticket Vision's service is considered fully provided at the moment of purchasing the ticket, of which the buyers are informed and with which they agree.

In case of cancellation or postponement of an event or other changes concerning the event, refund shall not be provided in any case for associated expenses (e.g., transport, accommodation, delivery costs, etc.).

## • - REFUND OBLIGTIONS AND WAIVER OF TICKET VISION'S LIABILITY

Ticket Vision is not the organizer of offered events. Events are organized, managed, and realized by the event organizer, who also issues tickets. **The Organizer has sole liability for refunds to buyers in case of cancellation or postponement of events pursuant to Article 5.1.** 

TICKET VISION d.o.o. acts solely as the distributer for sale of tickets on behalf of the Organizer, therefore, it bears no liability with respect to organization and/or holding of the events, and it is not liable for refunds to buyers in case of cancellation or postponements of events pursuant to Article 5.1.

Ticket Vision has the obligation to refund buyers for the tickets on behalf of the Organizer only in the following situations:

- - Money charged on behalf of the Organizer was not transferred to the Organizer, and only after a clear order in writing from the Organizer to make refunds on its behalf; or
- - The Organizer transferred funds to Ticket Vision for the purpose of making refunds of purchased tickets to buyers with the clear order to carry out refunds to buyers on behalf of the Organizer.

In situations when Ticket vision has the obligation to make refunds to buyers for purchased tickets on behalf of the Organizer (third paragraph of this Article 5.2), Ticket Vision shall carry out refunds to the buyer's current account or at points of sale where purchases were made, within:

- - 90 days from the day of cancellation of the event;
- - 60 days from the planned date for the event that was postponed for more than 120 days; and
- - 240 days from the planned event date in case of *force majeure* lasting more than 180 days, which prevented the Organizer from holding the event,

all under condition that the buyer submitted a refund request.

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#### 6. 6. EXCHANGING TICKETS FOR OTHER EVENTS

The right to exchange tickets by exchanging tickets for a cancelled or postponed event for another event offered by Ticket Vision is granted to buyers only in the following situations:

- - Cancellation of the event;
- - Postponement of the event for more than 120 days from the planned event date.

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When exchanging tickets, the buyer shall be obligated to make potential additional payments for tickets according to Ticket Vision's calculation, and tickets can be exchanged only after paying the difference in prices in its entirety.

If ticket prices for the other event are lower than ticket prices of the cancelled or postponed event, the Organizer shall carry out refunds to buyers' current account or at the point of sale where the tickets were purchased, under conditions that the organizer provided the funds and transferred them to Ticket Vision, within 60 days from the planned event date.

The email address for all information concerning cancellations, postponements, or changed venues of events, as well as ticket exchange and refunds is: kontakt@tickets.rs.

## 7. 7. DATA PROTECTION

Ticket Vision is obligated to protect the privacy of all buyers. We collect only necessary, basic information about buyers/users and data that is necessary for business activities and for the purpose of providing information to users in accordance with honest commercial practices and with the aim of providing a quality service. We give buyers the choice, including the possibility of deciding whether or not they wish to be taken out of mailing lists used for marketing campaigns. All information on users/buyers are strictly safeguarded and are available only to employees that need the information for their work. All employees of Ticket Vision (as well as business partners) are obligated to respect the principles of protection of privacy.

The users accept that their personal information can be electronically processed by Ticket Vision with the aim of providing the service. In accordance with regulations, users accept that their personal information can be forwarded to partner companies (daughter companies or branch offices), as well as to Organizers of events for which tickets were purchased.

Ticket Vision operates on behalf and for the benefit of the Organizer. If it is determined that the Organizer's event is a high-risk event (most commonly sporting events), the Prevention of Violence and Inappropriate Conduct in Sporting and Other Events Act mandates that Ticket Vision acts in accordance with the Act, and to collect personal information of buyers and submit it directly to the Organizer. Banks are not a party to the collection of this personal information, and all information shall be submitted solely to the event Organizer.

# 8. 8. LIVE STREAM / VIDEO ON DEMAND

Ticket Vision shall, in line with its years-long work experience, find and register an account with an appropriate company that has appropriate technical capabilities and support for live streaming, that is, for storing event footage on VoD servers and for reruns in agreed timeslots. By purchasing the access code/ticket, the buyer accepts registration through the official Ticket Vision website (www.tickets.rs), and by selecting the content the buyer gains access to the link that enables viewing the content live stream or VoD (video on demand). The number of access codes/tickets for accessing the link shall be determined by the Organizer. The price of the code/ticket for each individual content shall be determined by the Organizer.

Ticket Vision bears no liability with respect to the broadcasted content (image quality, authorship, performer's image and likeness).

#### 9. 9. INFORMATION

With the aim of protection from abuse, Ticket Vision can request, in certain circumstances (if the transaction is shown to be suspect upon control), additional information from the buyer – scan of the payment card showing the last four digits. If the aforementioned conditions are not acceptable, you may request reimbursement, which shall be paid to the account from which payment was received.

# 10. **10. SOFTWARE USE RIGHTS**

System solution for the www.tickets.rs website is the ownership of Ticket Vision which is the sole holder of relevant software use rights (maps, tickets, communication system...). Any use of software solutions is prohibited without prior explicit consent from the owner of software, in accordance with laws of the Republic of Serbia as well as applicable international agreements. In case of violation of this provision Ticket Vision is entitled to request judicial protection.

# 11. 11. FISCAL RECEIPT

Buyers agree that they shall receive a fiscal receipt in a separate email, to the address provided at ticket purchase. The fiscal receipt shall include a hyperlink for verification, which can be accessed from all devices that have internet access.

## 12. 12. EXTRAJUDICIAL DISPUTE RESOLUTION

Consumer disputes can be resolved through extrajudicial consumer dispute resolution. As the trader, we are obligated to inform you that we are legally obligated to take part in such proceedings. Extrajudicial consumer dispute resolution shall be carried out in a transparent, efficient, swift, and just manner before a body for extrajudicial consumer dispute resolution.

The Ministry compiles a list of such bodies and publishes it. It is available at https://vansudsko.mtt.gov.rs/adrbodies

The procedure before the body can be initiated by the consumer if it previously filed a complaint or objection to the trader. The buyer loses the right to initiate the extrajudicial consumer dispute resolution procedure after expiry of one year from the (unsuccessful) submission of the complaint.

Extrajudicial consumer dispute resolution can last at the most 90 days from the date of submission of the proposal.

Extrajudicial consumer dispute resolution shall not be applied, inter alia, in case of:

- - Consumer disputes that are the subject of the Consumer Protection Act, if the extrajudicial consumer dispute resolution is regulated in a special act, in particular in the field of supply of electronic communication services, financial services with the exception of financial settlements, travel services;
- - Resolution of disputes in accordance with procedures established by the trader;
- - Direct negotiations between the consumer and the trader;
- - Attempted conciliation of parties to a litigation;
- - Procedures initiated by the trader against a consumer.

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Each party to the extrajudicial consumer dispute resolution procedure shall bear its own expenses (representation expenses, travel expenses, etc.). Work of bodies for extrajudicial consumer dispute resolution is free for parties to the extrajudicial consumer dispute resolution procedure.

#### **13. 13. JURISDICTION**

The competent court in Belgrade shall have jurisdiction for all disputes that cannot be resolved amicably.

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