

T & C

Index

1. General
2. Area of application
3. Conclusion of contract
4. Services, responsibilities and rights
5. Prices and fees
6. Payment of invoices and shipment
7. Exchange and return
8. Disclaimer
9. Changes to the general terms and conditions
10. Applicable law and jurisdiction
11. Severability clause

1. General

alltickets.ch GmbH operates a ticket trading organisation for events at home and abroad under the name "alltickets.ch". On this platform, the customer can order tickets exclusively via the internet. In general, the ordered tickets will then be sent by post. The range offered by alltickets.ch is subject to change.

2. Area of application

The products and services offered by alltickets.ch are subject of these terms and conditions. They form the basis for the use of the webshop and services offered by alltickets.ch. By agreeing to the general terms and conditions, the customer declares that he/she will accept and comply with their contents and provisions.

3. Conclusion of contract

3.1 General Terms

The products and services offered by alltickets.ch, both on the webshop as well as in external advertisements, promotion material, publications or in other written and oral form, do not constitute an offer for the purpose of the Swiss Code of Obligations, but an invitation for the customer to request alltickets.ch to search for tickets for the desired event.

3.2 Contract conclusion

The contract of purchase between the customer and alltickets.ch comes into effect as a result of the customer's search request (be it as an order via the webshop or in writing via email) on the one hand and the subsequent order acceptance by alltickets.ch on the other. At the time of the order acceptance, alltickets.ch legitimately considers itself capable of executing the customer's search order to his/her satisfaction and of providing the tickets for the desired event. alltickets.ch can assume no responsibility for unanticipated supply bottlenecks, mistakes or unpunctual delivery by external suppliers and in this connection may cancel the search request and the associated purchase contract between it and the customer without compensation for either party.

The contractual basis between alltickets.ch and the customer results only from the submitted search request. alltickets.ch disassociates itself explicitly from possible issues regarding the individual events. The customer alone is responsible for informing himself/herself about the agreements between him/her and the organiser of the event resulting from a successful search request, and for adhering to those agreements.

4. Services, responsibilities and rights

4.1 Services, responsibilities and rights of alltickets.ch

alltickets.ch offers its customers a platform for purchasing and selling tickets for concerts and events at home and abroad, focusing in this regard on sold out events. alltickets.ch does its utmost to try to execute successfully all customers' search requests. In so doing, alltickets.ch obligates itself and guarantees at all times that the sold tickets are authentic and valid when delivered to the customer and attempts to deliver the tickets on schedule, without exception. In order to be able to provide this service, alltickets.ch may assign third parties at any time.

The sales system of alltickets.ch is based on customer accounts "accounts". All search requests are therefore assigned to an account. If the customer has not yet registered for a user account, then alltickets.ch will create such an account once a search request has been submitted, based on the personal details provided by the customer; in the case of search requests submitted via email in particular, alltickets.ch reserves the right to lock customer accounts at any time without comment, or to refuse new registrations, without being obliged to justify those actions.

The range offered by alltickets.ch is subject to change. alltickets.ch reserves the right to adjust the offer at all times. Regarding the range of products and services offered and the contents of external linked websites, alltickets.ch assumes no liability for incomplete or false information or information which is no longer up-to-date and disassociates itself explicitly from external websites' contents. alltickets.ch attempts to keep the contents on its webshop at all times as up-to-date and accurate as possible. However, the customer can always obtain detailed information on the event organiser's official website.

4.2 Particulars regarding ticket purchases (customer sells ticket)

The service range of alltickets.ch also comprises the purchase of tickets. The customer can ask allticket.ch if it is interested in purchasing tickets and can, in the case of a positive answer, sell tickets to alltickets.ch. The ticket purchase constitutes a service and not a right of the customer and it will only come into effect if both parties agree. In this regard, the purchase contract will only become valid after the customer has sent the ticket or the tickets by post to alltickets.ch and they have been received by alltickets.ch, unless otherwise expressly agreed. Please note that alltickets.ch does not assume liability for any deliveries which were not explicitly requested.

alltickets.ch reserves the right to check every delivered ticket's authenticity and, if necessary, to check its validity with the official advance sale agency. Anyone sending counterfeit, invalid or otherwise worthless tickets can and will be immediately reported to the police.

4.3 Rights and obligations of the customer

Every time the customer submits a search request, he/she is obliged to check his/her details for accuracy, especially in the case of a change of address. The customer has the right to request information from alltickets.ch regarding the status of his/her order at any time. When filing a search request, the customer agrees to settle the resultant invoice in due time in its entirety and also agrees to pay any overdue charges. The customer explicitly obliges himself/ herself to guard his/her user account against access by third parties. Further, the customer obliges himself/herself to inform alltickets.ch at once in the case of misuse. Prior to submitting an order, the customer has read and understood both the general terms and conditions and the data protection regulations completely and accepts them. The customer agrees to own not more than one customer account at alltickets.ch and to abstain from unrightfully obtaining more tickets than the approved maximum per person by providing false personal details.

At the events, all audio and/or video recordings of any kind are forbidden. By purchasing the tickets, the customer accepts the regulations regarding safety, entry, age, etc., determined by the event's organiser and acknowledges that he/she may be banned from the event without compensation in case of failure to comply with these regulations.

5. Prices and fees

Prices are subject to change at any time. When concluding a purchase contract, the valid price is the one published in the ticket shop at that time, or the price agreed upon in advance in the case of search requests by email. Unless otherwise provided, all prices are quoted in Swiss Francs. The shop prices include all taxes. The selling price can differ from the prices printed on the tickets. The customer agrees to pay the calculated fees in each case (both his/her part of the mailing expenses and possible processing charges) in their entirety. This applies both to the purchase and the sale of tickets. All fees and costs are to be stated clearly on the invoice or in the fee regulations at all times, and alltickets.ch guarantees that there are no hidden costs whatsoever. It reserves the right to make unanticipated changes to charges at any time, especially in the case of deliveries abroad, and will always bring these to the customer's attention.

6. Payment of invoices and shipment

After submitting a search request, an invoice will be sent to the customer electronically. The order details can be viewed at any time in the buyer's personal customer account. Only after the buyer has selected the desired method of payment and shipment, is the invoice complete, and the buyer can print it out on his/her own printer, if so desired. The buyer accepts the fees charged by alltickets.ch; these charges can be viewed beforehand. General payment terms are five days from issuing the invoice. The buyer agrees to bear any additional administrative fees accumulating in the case of delayed payment.

Usually, the goods are dispatched immediately after the receipt of payment. The customer can inform herself/himself at any time about actual delivery times at alltickets.ch. Normally, the shipment is carried out via the services of the Schweizerische Post AG (Swiss postal services plc). The customer bears the costs of shipment, unless both contract parties agree on different terms and define those terms beforehand. In this connection, alltickets.ch explicitly recommends the use of registered mail at all times. alltickets.ch keeps an account of every registered mailing, including COD as well as additionally insured correspondence, and it can account for sent items at all times. alltickets.ch can only assume limited liability for damages, loss or failure to comply with delivery times determined by the forwarding agent or other situations rendering a delivery by alltickets.ch on due time impossible despite adherence to the terms of shipment. In these cases however, alltickets.ch will do its very best to cover the customer's loss by requesting compensation from the forwarding agent.

7. Exchange and return

The exchange or return of tickets is generally not permitted. The return of tickets in the case of an event's cancellation is subject to the following terms.

If the event is merely postponed, the tickets remain valid, unless the organiser says otherwise. If the event is cancelled without substitution, the return of the ticket(s) and the refund of the purchase price are limited to 30 days from the date of the event printed on the ticket and can only be accepted by the advance sale agency printed on the ticket. The amount of the refund from the official advance sale agency cannot be higher than the amount stated on the ticket. The customer may ask alltickets.ch in writing at any time for the purchase price as well as the original price of a ticket for any event.

8. Disclaimer

In case of doubt, the customer agrees to obtain information independently, especially regarding event specific information.

alltickets.ch does not assume any liability for property damage, bodily injury or other damage, including grossly negligent offences in connection with the organisation and management of events. alltickets.ch always aims to offer its customers a safe and up-to-date ticketing platform. alltickets.ch does not assume liability for the accuracy, topicality and completeness of the information provided on the website. alltickets.ch does not provide any guarantee covering transmission errors, interruptions or faultless provision of the website, unlawful actions and the intrusion of third parties into the sales system of alltickets.ch, damage to the customer's printer or computer system and similar matters, and alltickets does not assume any liability for losses or consequential loss resulting from the usage of the products and services offered by alltickets.ch on its website, except in cases where gross negligence on the part of alltickets.ch can be proven. The customer acknowledges that alltickets.ch is in no way responsible for the support of certain software (e.g. web browsers) or operating system software enabling the customer to make use of the services of alltickets.ch, or to continue that usage. The customer further acknowledges that he/she bears all costs resulting from the use of the services provided by alltickets.ch (hardware, software, telecommunication facilities and similar devices). In all other cases, the statutory liability provisions and the data protection regulations of alltickets.ch GmbH shall apply.

9. Changes to the general terms and conditions

alltickets.ch reserves the right to adjust and alter the general terms and conditions at any time. Changes to the general terms and conditions can, but do not have to be, announced on the news portal of the webshop. The customer assumes responsibility for informing himself/herself about the current general terms and conditions before any legally binding action.

10. Applicable law and jurisdiction

Swiss law is applicable in all cases.

The courts where the registered office of allticket.ch is located shall have jurisdiction in the case of possible disputes in connection with the use of the website of alltickets.ch or the use of its services and products.

11. Severability clause

If one or more terms or conditions included in these general terms and conditions should become wholly or partially ineffective or unenforceable, the effectivity and enforceability of the remaining general terms and conditions or of the use of the services offered by alltickets.ch will not be affected in any way. Furthermore, possible contradictions in the general terms and conditions shall not render both concerned statements ineffective. In such a case, both parties shall replace the ineffective or unenforceable term(s) or condition(s) with (an) effective and enforceable term(s) or condition(s), which comes as close as possible to the economic purpose of the replaced term(s) or condition(s). Correspondingly, this shall also apply if the provisions of these general terms and conditions should be found to be incomplete.

21. April 2009