

# TERMS AND CONDITIONS / LEGAL NOTICE

## INTRO

Redtkt (Aplicaciones Únicas S.L.) gives a service, through its web sites and platforms, of events ticket sales for promoters managing in their name and for them the distribution of said tickets and the purchase of tickets for these events to other users. Redtkt (Aplicaciones Únicas S.L.) acts as an intermediary and will always remain outside the contractual relationship that can exist between the promoters and the users buying tickets. Redtkt (Aplicaciones Únicas S.L.) as a ticket distributor will reimburse the cost of tickets in the case of cancellation and in the cases expressly authorised by the promoter of the event. We will respond to any payment queries.

The conditions of the tickets can be found on the websites, specifically, on the page of each event, they will have to be accepted in order to purchase the tickets.

These general conditions are complemented by the conditions that each organiser lays down and, in the event of a dispute, will determine the specific conditions of the event in question.

## 1. COMPANY DETAILS

The terms and conditions outlined below regulate the access and use of the websites [www.redtkt.com](http://www.redtkt.com), [www.redtkt.es](http://www.redtkt.es) established by the company Redtkt (Aplicaciones Únicas S.L.), whose registered office is found at calle Àlaba, 140, 2<sup>o</sup> 4<sup>a</sup>, 08018 Barcelona, and whose Fiscal Identification Number is B-61978987. Telephone +34 933010090, fax +34 933010685 and email [info@redtkt.com](mailto:info@redtkt.com). Established for an indefinite period of time by virtue of public and registered deed at the Commercial Registry of Barcelona, Volume 44230, Section B-450319 and Page 76.

### ENQUIRIES:

Telephone number: 93 301 00 90 Email: [info@redtkt.com](mailto:info@redtkt.com)

Timetable: from Monday to Friday from 9:00 am to 6:00 pm (GMT + 1)

In some cases it is possible that the Redtkt (Aplicaciones Únicas S.L.) team will need to contact the promoter in question in order to collect all the information that they consider necessary in order to clarify any doubt or question, which is why there can be a delay in responding.

## 2. TICKET PURCHASE

### 2.1 TERMS AND CONDITIONS

The sale of tickets is understood to take place in our registered office and the purchasing of tickets signifies the acceptance of the terms and conditions described here within and the specific conditions of the event for which tickets are being bought. The contract language is that selected when entering the websites.

The buyer must be over the age of 18 and have full legal capacity.

The user accepts that the legislation applicable is that of Spain.

This document in which you accept the conditions will be stored in our computer system until the event takes place. You have access to it and can print it and/or store it in your system. These

terms and conditions, will become part of the contract as soon as they are accepted by the CUSTOMER

## 2.2 HOW TO BUY TICKETS

To access the ticket purchasing service as the User you have to select the Event they want to attend, then register on the Redtkit web, you must enter your e-mail address, enter the password that appears on the screen and, then, you will receive an e-mail with a link. You must follow instructions in the link and complete the registration by filling in the required fields. Once all of this is done you will have a Redtkit account. If you already have an account to purchase tickets all you need to do is go to the "Start Session" without having to register again.

Once you, as the User, have found the event, filled in the register, that you can later modify, or have logged onto the Websites you will have to select the number of tickets required and enter the names of the ticket holders. The first name that will appear on the tickets is the name of the person who holds the Redtkit account with which they have logged on but it is possible to change the name on the first ticket if they are being purchased for somebody else.

In order to continue the process and pay for the tickets you must accept the general conditions. It is very important that you read them carefully; each event has its own conditions and they are not always the same (they can be printed out if required).

Next we will redirect you to a safe payment page on which you will have to give your credit or debit card details. Once you have completed the payment you will receive your tickets by e-mail and, they will also be available in your Redtkit account.

Tickets will be sent in PDF format in order to print them. It is indifferent they are printed in colour or not, but the user must make sure that the printer has enough ink to make the details and the QR code legible and the bar code visible, so that they can be read and you will have no problems accessing the event. Tickets can be printed out on any computer as many times as you want. They can also be shown directly on a mobile phone, as long as the QR code is visible enough for the staff of the Organisation to scan it.

## 3. ACCESS TO THE EVENT

The User will need to show their ID card or Passport if the venue or organisation staff ask for it, to check the name on the ticket, as it is personal and non-transferable, or to check that the User fulfils the age requirements for the venue.

The User who has bought the ticket will be able to access the venue where the event is taking place by giving a printed copy of the ticket to the venue staff or the organisation staff; it will then be scanned to verify its validity.

The venue and/or organisation have the right to refuse access if the User has not complied with all the terms and conditions of the event.

All the tickets are issued in accordance with the rules and regulations of the venue and of the event's Organiser. The conditions of the ticket (will include, as well as other information, access instruction, timetables, restrictions regarding food and drinks, age restrictions, etc....) will be available to the User on the Redtkit web on the page of the event for which tickets are being bought and must be accepted by the user in order to proceed with the purchase.

The infringement of any of the aforementioned rules, or any other act that can cause damage,

harm or injury, will give the venue or Promoter the right to ask you to leave the venue.

The right to refuse admission will never be for reasons of birth, race, sex, religion, opinion, disability, sexual orientation, gender identity or any other personal or social circumstance.

Attendees may be searched, as well as their possessions, in accordance with standing legislation.

It is not permitted to bring any objects that could be considered as dangerous by the Organisation or that are prohibited by standing legislation into the venue

The Organiser can refuse admission or request that ticket holders leave the venue if they do not comply with the instructions of the Organisation's staff, and/or if they can reasonably be presumed to be heading for a high-risk or dangerous situation for the ticket holder himself and/or other attendees, who causes disturbances or for being in a state of apparent or potential intoxication, each ticket holder will personally take responsibility for any actions that might cause injury to third parties or damage to property.

#### 4. THE TICKET

Tickets must be correctly printed.

Possession of a ticket does not grant its holder or third parties the right to use the ticket or its contents for purposes related to advertising, marketing or promotions (including, contests, gifts and/or raffles) associated with the ticket holder or third parties, except when irrefutable authorisation has been given in writing by the Promoter.

A team tracks these practices on the network.

The Organiser organisation will refuse admission to the ticketholder if it is incomplete, emended, torn or has signs of falsification.

The Organisation does not guarantee the authenticity of any ticket that has not been purchased at the official sales points.

Redtkt and/or the Organisation of the event or concert or spectacle do not assume any responsibility in the event of loss or theft of ticket.

Tickets for minors are regulated by the autonomous communities and vary from one to another.  
**SEE THE SPECIFIC TERMS AND CONDITIONS OF THE EVENT**

During the their time in the venue, the person accompanying them (father, mother, guardian) will be responsible for all their actions, such as accompanying them off the site at the legally stipulated time. At all times both the accompanying adult and the minor will have to carry their ID card or Passport, in case it is required by the personnel of the organization as proof of identity. Foreign nationals will have to provide the corresponding and equivalent documentation from their country of origin.

#### 5. CANCELLATIONS, REFUNDS OR CHANGES

Once acquired the ticket cannot be exchanged nor refunded, except in the case of cancellation of the event. However, the User can exercise the right of withdrawal during 14 calendar days after the purchase, providing they bought the ticket a minimum of 30 calendar days before the event.

Being unable to attend an event or spectacle or making a mistake at the time of purchase will not entitle you to a refund.

The trips, accommodation and any type of services in relation to the event that the User has contracted are done so at their own risk. Neither REDTKT (APLICACIONES ÚNICAS S.L.) nor the promoter of the event will accept any responsibility for any loss of enjoyment or expense incurred.

There will be no refunds in the case of cancellation of the event due to bad weather, natural disasters, Spanish airspace closure or any other force majeure that cannot be attributed to the Organisation of the

There will be no refund of the ticket in the case that the cancellation or modification of the event occurs once the spectacle or activity has started and if it is due to force majeure.

In the case of cancellation the ticket-purchaser will be able to apply for a refund of the ticket within a period no longer than fourteen days from the date of the public communication of the cancellation of the event, by the organiser.

In the case of cancellation or modification of the date of an event, REDTKT (APLICACIONES ÚNICAS S.L.) will do everything in its power to communicate the cancellation or modification as soon as they have the promoter's permission.

Changes that take place subsequent to the reception of the confirmation of the ticket purchase: such as change of date, venue, artist, cancellation of event, etc. is the sole responsibility of the Promoter of the event

In the event of any cancellation or modification REDTKT (APLICACIONES ÚNICAS S.L.) undertakes to send an email to the address that the User supplied on the Registration Form informing them about the cancellation or modification, to publish details on its web as soon as they have knowledge of this and in the case that it is decided to give a refund for cancellation, to inform the User about the procedure to follow in order to claim it.

Tickets are sold subject to the right of the Promoter to alter or vary the programme due to events or circumstance beyond its reasonable control.

This does not detract from the consumer rights that shall remain unaltered.

6. QUERIES To resolve any type of doubt regarding the purchase of tickets or any event available on the REDTKT website the User can contact the REDTKT (APLICACIONES ÚNICAS S.L.) team by phone or by email. It is recommendable to do so via email to expedite the process. In some cases it is possible that the REDTKT (APLICACIONES ÚNICAS S.L.) team needs to get in contact with the promoter in question to collect all the information that it considers relevant in order to resolve the doubt or query.

## 7. DATA PROTECTION, IMAGE RIGHTS AND VIDEO SURVEILLANCE

In certain cases, such as cancellations, we will give your details to the organisers so that they can inform you of any changes, resolve specific problems, etc....In accepting these conditions the User accepts the transfer of this information.

In the case of transferring the data to third parties, the holder of the REDTKT account is responsible to inform and to have obtained permission to use the details of a third party and to act

in their name.

The User who wishes to buy tickets for an event available on our web sites or platform of the Web Sites [www.redtk.com](http://www.redtk.com) and [www.redtk](http://www.redtk) will have to supply personal and bank details on a payment gateway in order to complete the purchase. These bank details are used by the bank that handles the payment gateway, in no case does REDTKT (APLICACIONES ÚNICAS S.L.) gather, process and disseminate this information

All image and intellectual property rights are reserved. It is forbidden to film or record inside the venues without the prior permission of the Organisation. The ticket holder accepts that they could appear on images taken inside the venue by the media for news or promotional diffusion and consents to such use. The images could also appear on Internet and therefore their diffusion cannot be controlled. If there is CCTV at the access we inform you that your image will be stored on the Organiser's file in order to control access and security of the event, as well as to solve any incident. You may exercise the rights to access, amendment, cancellation and opposition of your data.

Any video image recorded may be used to provide proof of illegal conduct and/or of damages to people or property. The data will automatically be handed over to the police or judicial authorities

## 8. COMPLAINT FORM

Complaint forms will be available to interested parties at the venue where the event is taking place. If in doubt there is additional information available on the Organiser's official webpage. With regards to our sale, the User can ask for complaint forms at our registered office.

## 9. INTELLECTUAL PROPERTY

All the contents of this website -which is understood include but is not restricted to: texts, photographs, graphics, images, technology, software, links and other contents of this web or platform, as well as its graphic design and codes are protected by intellectual property rights.

## 10. OTHER CONDITIONS

The user accepts that the legislation applicable is that of Spain.

## 11. PRICE OF THE TICKET

The price includes VAT and booking fee.

## 12. METHODS OF PAYMENT AND SECURITY

You can pay by debit or credit card (Visa, MasterCard, American Express and Diners Club). Solely the bank uses the bank details entered by the User into the payment gateway, Redtk (APLICACIONES ÚNICAS S.L.) will not, at any moment, store, and use or pass on these details. REDTKT (APLICACIONES ÚNICAS S.L.) has adopted and will continue to adopt all obligatory technical and organisational security measures in accordance with current legislation and the standards of quality existing in the sector, with the aim of guaranteeing maximum security and confidentiality of communication.

See Frequently Asked Questions Security Measures Taken

## 13. USE OF THE WEBSITES

Users are responsible for the appropriate custodianship and confidentiality of any identifiers and/or passwords issued by REDTKT (APLICACIONES ÚNICAS S.L.), and they are legally bound not to share this information with third parties, be it temporarily or permanently, or to allow access to others. Any illicit use of said services by an illegitimate third party will be the responsibility of the User and sole holder of the password information due to a non-diligent use or loss of password by the User.

In light of the above mentioned, it is the obligation of the User to immediately notify the Websites authorities of any actions that might allow for undue use of identifiers and/or passwords, as in the case of robbery, loss or unauthorised access, so as to proceed to immediate cancellation thereof. Until such information is communicated, REDTKT (APLICACIONES ÚNICAS S.L.) will be deemed free of any responsibilities that might result from the undue use of said identifiers and/or passwords by unauthorised third parties.

14. SECURITY MEASURES REDTKT (APLICACIONES ÚNICAS S.L.) has adopted and will continue to adopt all obligatory technical and organisational security measures in accordance with current legislation and the standards of quality existing in the sector, with the aim of guaranteeing maximum security and confidentiality of communication. Redtkt uses the Redsys Virtual POS system, the safest for the use of credit cards on Internet, that guarantees that the details of the card will travel encrypted and directly from the buyer to the intermediary bank. Moreover, Redtkt will not, at any moment, know these details. Banks are the trustworthy regarding the protection of their clients' details.

The Redtkt servers use SSL (Security Socket Layer) and TLS (Transport Layer Security) technology that are common security protocols that establish a safe channel between two computers connect via Internet. Technically, SSL protocol is a transparent method to establish a safe session that requires the minimum intervention by the final user. For example, the navigator tells the user that there is a SSL certificate by showing a padlock symbol or the address bar appears in green when it uses an extended validation EV SSL certificate.

This means that any information, such as the details of your card, your session or any other form on our web, will travel through Internet without being tracked, copied or decrypted by any user who is not part of the original communication.

You can check the security of our pages by clicking on the padlock symbol that appears next to the address of this page, that guarantees the security of the server and the use of a certificate with powerful encryption (128 bits).

Our SSL servers have GeoTrust certificate.

## 15. LINKS

On the Website, the User may find links to other web pages through different buttons, links, banners, etc., which are managed and controlled by third parties. REDTKT (APLICACIONES ÚNICAS S.L.) has neither the human resources nor the technical abilities to study, control or corroborate all the information, contents, products or services facilitated by other web pages that have established links on the Websites. Consequently, REDTKT (APLICACIONES ÚNICAS S.L.) cannot assume any kind of responsibility for any aspects relative to the web pages that have established links with the Websites – specifically, expository and non-restricted matters regarding functioning, access, data, information, archives, quality and trustworthiness of its products and services, its own links and/or any of its contents, in general.

If any User, company or website wants to establish any type of link with our Websites they will have to ask for permission.

## 16. JURISDICTION

The relationship established between REDTKT (APLICACIONES ÚNICAS S.L.) and the User is governed by existing rules and regulations with regard to applicable legislation and competent jurisdiction. However, should the rules and regulations indicate the possibility of having to go to court, REDTKT (APLICACIONES ÚNICAS S.L.) and the User, with the express renunciation of any other possible court, will resolve any such issues in the Courts and Tribunals of the city of BARCELONA (Spain)

## 17. ALTERNATIVE DISPUTE RESOLUTION

APLICACIONES ÚNICAS S.L. tiene una política activa de resolución de conflictos, por lo que pone a su servicio la atención al cliente. Informamos que según el Art. 14.1 del Reglamento (UE) 524/2013 se ha facilitado por parte de la Comisión Europea una plataforma de resolución de litigios en línea que se encuentra disponible en el siguiente enlace: <http://ec.europa.eu/consumers/odr> Esto no obstante, APLICACIONES ÚNICAS S.L. decidirá, en cada caso, si se adhiere o no a este sistema, ya que consideramos que los conflictos pueden y deben resolverse fuera de estos ámbitos, por lo que aconsejamos que previamente a cualquier reclamación utilicéis nuestro sistema de atención al cliente. Gracias por vuestra comprensión.

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