

MÄLMO STADSTEATER

General Terms and Conditions for Ticket Purchases including policy on personal data

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1. Introduction

These terms and conditions and policy on personal data (the "Terms") apply to ticket purchases made at any of Malmö Stadsteater's ticket desks and purchases made via our e-commerce platform, which is made available via the respective Malmö Stadsteater's website ("E-commerce platform").

By agreeing to these Terms, you confirm that you are at least 18 years old and/or are otherwise authorized to enter into a contract to purchase a ticket, and that you have read and understood these Terms and agree to our processing of personal data, as described.

2. Ticket purchase at a ticket desk

Malmö Stadsteater's ticket desks are intended primarily for use by consumers and for non-commercial use of tickets and other valuable documents. If you are interested in purchasing tickets from Malmö Stadsteater for distribution as part of business activities or for commercial purposes, please contact us by email, using the address provided at the end of this document.

When you buy tickets at one of Malmö Stadsteater's ticket desks, we will ask you to provide certain personal details, in order for example to be able to contact you regarding your visit. By making the purchase you accept this processing of your personal data. More information about our processing of your personal information relating to your purchase from the ticket desk is available in our policy on personal data, see section 7 of these Terms.

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In connection with your purchase at a ticket desk, you may be asked if you want to receive newsletters from the company hosting the event for which you have purchased a ticket. You can also subsequently unsubscribe from such communications by contacting us or clicking on a link in the email.

Supplementary terms and conditions apply to ticket purchases made via the E-commerce platform; more information about these is available in sections 3-6.

3. Ticket purchase online (e-commerce platform)

When you purchase tickets via the companies' E-commerce platform, fill in your details and click the box that says "I agree to Malmö Stadsteater's policy on personal data and general terms and conditions for ticket purchases", you agree to these Terms and create a user account for the E-commerce platform ("User Account"). In doing so, you also give your consent for Malmö Stadsteater to process your personal data in accordance with our policy on personal data, which among other things means that Malmö Stadsteater may contact you with information about your upcoming visit and with related news and information. The policy on personal data is available in section 7 of these Terms.

With your User Account, you can, for example, purchase tickets, view the history of your previously purchased tickets, tell us what you are interested in and change your personal information or unsubscribe from, for example, newsletters.

The E-commerce platform and opportunities for purchasing tickets via it are designed for use by private individuals and is mainly intended for individuals (consumers) or specifically authorized traders. A user is thus expressly prohibited from using the User Account for commercial purposes by, for example, sublicensing the User Account or by purchasing tickets for further sale by a business or for other commercial purpose, except as expressly permitted by these Terms.

4. Purchases that contravene Malmö Stadsteater's terms and conditions

Malmö Stadsteater reserves the right, at their sole discretion, to terminate a user's User Account, block the user, stop the user purchasing tickets and/or cancel or block already purchased tickets if Malmö Stadsteater consider that the user has violated or will violate these Terms. A breach of the Terms may result from, for example, the user copying protected intellectual property, buying tickets that are then sold in a commercial business in violation of these Terms, or otherwise violating, or attempting to circumvent, the terms and conditions for purchasing tickets.

When a ticket is blocked it becomes unusable and loses its value. In the case of cancellations for the above reasons, the associated service charge that has been paid and possible distribution and delivery charges are not refunded. Malmö Stadsteater can also decide to not refund the ticket price that has been paid. If the event has restrictions on the number of tickets per purchase and customer, this maximum quantity may not be exceeded or circumvented.

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The user is responsible for ensuring that his or her user ID and password for the User Account are stored safely and that no unauthorised person can access the information.

Users are always entitled to terminate their User Account by sending written notice to the email address defined at the end of this document.

5. Changes, refunds & cancelled events

For private consumers the following applies:

A booking can be cancelled until payment has been made. The rules of the Swedish Distance Contracts Act on withdrawal do not apply to the purchase of tickets for events. Once payment has been made, you as a customer are bound by your purchase, unless otherwise stated in these Terms or in applicable law.

Tickets that have been bought are not refunded, unless the show/concert is cancelled. In such cases, the customer shall submit a repayment claim to the company from which the ticket was bought, no later than one (1) month from the date on which the event was cancelled. If this does not occur, the customer is not entitled to a refund. This applies both to a cancelled event and in cases in which the ticket was cancelled and the customer was entitled to a refund. Service and distribution fees are not refunded in the case of a cancelled event.

However, already purchased tickets can be exchanged for tickets for a different performance of the production for which the ticket is valid. Such changes are conducted, subject to availability, at the latest one working day before the day of the concert/performance. An additional charge will be levied. Special rules apply to subscriptions, group tickets and packages etc.

Lost tickets will not be replaced. If e-tickets are selected as the delivery method, customers can print out new tickets themselves in such cases.

The tickets are not personal, so a consumer who does not use the purchased ticket has the right to sell it to another person, but not for commercial purposes without the explicit approval of Malmö Stadsteater.

Please note in this context that Malmö Stadsteater are not responsible for tickets that are purchased from persons or organizations other than Malmö Stadsteater.

There may be other or additional rules and regulations that apply to purchases made by consumers. For more information about your rights as a consumer, we refer you to the Swedish Consumer Agency and the European Consumer Centre, from where further information can be obtained. See, for example, www.konsumentverket.se.

For companies the following applies:

Businesses or agents of businesses may only use the E-commerce platform or Malmö Stadsteater' ticket desks to buy tickets for onward distribution for commercial purposes or other business purposes with the explicit approval of Malmö Stadsteater.

If the business has been granted the right by Malmö Stadsteater to buy tickets through the E-commerce platform or ticket desks for further commercial distribution,

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the separate terms and conditions for aspects such as complaints and the refunding of tickets that you have agreed with Malmö Stadsteater apply.

If you are interested in purchasing tickets from Malmö Stadsteater for further distribution for business or commercial purposes, please contact us by email using the address provided at the end of this document.

6. Intellectual property rights

All material that is made available to you through the E-commerce platform or Malmö Stadsteater' ticket desks, such as trademarks, trade names, recommendations, texts, images and user environment and user design, are the intellectual property of Malmö Stadsteater or one of the partners of Malmö Stadsteater. You understand that if you use this intellectual property in violation of these Terms you could damage Malmö Stadsteater and/or their partners, and you agree not to disseminate or share this intellectual property beyond the scope defined in these Terms.

The E-commerce platform and the tickets purchased via that channel may not be amended, extracted, copied or distributed under any circumstances other than as stated in these Terms or with the written approval of Malmö Stadsteater.

You may download material that is expressly made available for download (e.g. e-tickets for events) for your personal, non-commercial use, provided that you retain all copyright statements that appear on the material.

In order to allow the ticket issuing and ticket reading to function properly before an event, the ticket documents have to contain certain information. You hereby agree to not alter, falsify or conceal information (such as the price) that is stated on the ticket.

7. Policy on personal data

Malmö Stadsteater need to collect certain personal details that are or become directly connected to the purchaser (referred to as Personal Data) in order to be able to provide the event tickets in a secure, smooth and high-quality way. This section 7 covers aspects such as:

- What Personal Data we collect,
- When, or in which situations, we collect Personal Data,
- The purpose with our collection and processing of Personal Data,
- What people aged below 16 should do when purchasing tickets from us,
- How long we retain Personal Data

Our processing of personal data in the case of purchase at a ticket desk or via the e-commerce platform

When you make a purchase via one of our ticket desks, or create and use a User Account for the E-commerce platform, we will collect the following Personal Data:

- First name and surname
- Postal address
- Telephone number
- Email address
- Year of birth

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- Where appropriate, information on your rating of shows and/or events that you attended and our customer service related to these ("Survey Responses").

If you are younger than 16 and create an account on our E-commerce platform, we need to have your legal guardian's consent to collect your Personal Data. We therefore ask you to tell your guardian that you are going to create a User Account with us and what information you will share with us through this User Account. If you then go ahead with registering a User Account, we assume that your guardian has agreed to our processing of your Personal Data.

If you or your guardians have any questions regarding our processing of Personal Data, you are welcome to contact us. Our contact details are provided at the end of these Terms.

Once you have created your account, you will also have the opportunity to let us know what interests you have e.g. comedies, family shows, lectures, etc., so we can provide you with better information and service.

The purpose with our processing of your Personal Data is primarily to fulfil our commitments to you, such as providing you with tickets and/or other documents of value (such as gift vouchers) or sending you information and updates via email or sms about the event for which you purchased a ticket. If you have an online User Account, the purpose is also to provide you with a well-functioning E-commerce platform, from which you can buy tickets for various events and see your history of previous purchases.

In addition, we have some additional purposes, such as:

- Analysing your overall customer and visitor experience in order to improve our business activities, communications and the customer experiences (e.g. customer service) that we provide to our visitors.
- Communication, newsletters, sms, Facebook or other social media, targeted marketing for Malmö Stadsteater's events and related products, services or projects that we think might be of interest to you. However, you always have the option to opt out of these communications by clicking on the link in the email or by email using one of the addresses provided at the end of this document.
- Sending you information via email about updates to our Terms.
- Being able to meet the reporting requirements regarding anonymous visitor statistics, which are imposed by, for example, the Arts Council and Region Skåne.
- Verifying that when you buy tickets via the ticket desk or the E-commerce platform you are acting as a consumer or a business approved by us, and will not resell the tickets commercially (without our explicit consent).
- If you have an online User Account: analysing your interests and how you use the E-commerce platform, in order to be able to continuously improve and develop the E-commerce platform and provide users with a good purchasing experience, relevant information and good customer service.

Period of retention of personal data

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We process your first name and surname, your address, your telephone number, your e-mail address and your year of birth during the period you have a User Account and for three months after the User Account has been terminated.

If you want to close your User Account, please contact us by email using one of the addresses provided at the end of this document.

We process any Survey Responses and analysis data from you as long as you have an active User Account.

Once every fifth year, we conduct a review of all the User Accounts and delete or anonymize the User Accounts for which no login or other activity has occurred during the last five years.

Your right to information about our processing of personal data

You have the right, once per calendar year and by sending a written request to us using the email address listed at the end of this document, to request information free of charge about how we process your Personal Data. Please mark your request with "Personal Data". We will correct any Personal Data that is incorrect if you point this out to us or if we discover the error ourselves.

If you have any further questions about our processing of your Personal Data, please contact us via any of the email addresses listed at the end of this document. Please mark the correspondence "Personal Data".

Sub-contractors

In order to provide you with the E-commerce platform and ticket desks, we use sub-contractors for aspects such as housing the server, email administration and the digital ticketing system (these sub-contractors are referred to as Personal Data Assistants). Our servers and our Personal Data Assistants' servers are mostly located in the EU. In some cases, our subcontractors (or their respective subcontractors) have operations outside the EU. We work with various methods to ensure adequate security for your personal data, such as by applying the EU Commission's approved standard contractual clauses for data transfer, or (for transfer to the USA) by choosing providers that are connected to the 'Privacy Shield'.

8. Payments

Payments for tickets are processed via a third party provider of payment services. Your use of this payment service and the Personal Data you provide in connection with the making of payments via the payment service are regulated by the payment service provider's privacy policy and general terms and conditions. For questions relating to payments, please first contact the payment service provider.

9. Miscellaneous Responsibility

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You are responsible for your use of the E-commerce platform through your User Account and for ensuring that this use complies with the applicable law and these Terms.

You understand and agree that the E-commerce platform is provided "as is" and "as available" without any express or implied warranties of any kind. You use the E-commerce platform at your own risk.

To the largest extent possible, Malmö Stadsteater are free from responsibility and provide no guarantees regarding, for example but not limited to, quality, suitability for a particular purpose and that the use of the E-commerce platform does not constitute an infringement of third party rights.

You agree that you are responsible for all costs related to the data traffic arising in connection with the use of the E-commerce platform, such as the cost of an Internet connection.

New ownership structure, partnership etc

If our ownership structure changes, we reserve the right to transfer your Personal Data and your User Account to our new legal entity. The new legal entity then bears the responsibility for providing the E-commerce platform and your User Account and is responsible for the processing of your Personal Data. The new entity still has to comply with the rights and obligations defined in these Terms and in applicable law.

We have the right to transfer and assign all or part of our rights and obligations under this agreement and also have the right to make use of sub-contractors for the fulfilment of our obligations.

All the contractual parties acknowledge and hereby agree that these Terms do not create any agency, partnership, joint venture, employment relationship, franchise relationship or similar type of relationship between the parties.

Changes to the terms and conditions

We reserve the right to, at any time, change the E-commerce platform, these Terms incl. our policy on personal data, or to completely stop providing the E-commerce platform. Before we make any such changes, we will provide you with information about i) the changes, and ii) the date when the changes come into effect. In the case of fundamental changes, we will also seek to obtain your explicit consent.

If you do not wish to accept the revised Terms, you have the right to terminate your User Account before the changes come into effect.

Applicable law

These Terms are governed by Swedish law.

Contact information

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