# **ticketmaster** Tarjeta Regalo

### TERMS AND CONDITIONS

#### 00 Introduction

These Terms and Conditions form your agreement in relation to your Ticketmaster stored value Gift Card that you have purchased or received. Please read these Terms and Conditions carefully before you use your gift card. These Terms and Conditions incorporate our <u>Terms of Use</u> this reference.

The use of this website entails for the purchaser the capacity of user and therefore the acceptance on his part of the contents of these Purchase General Terms and Conditions when accessing this website

The Gift Card is a product of VOUCHER EXPRESS managed by Hemingways Marketing Services Ltd, Metcalfe House, 23H Kirkgate, Ripon. HG4 1PB, incorporated in 1947 and registered in the United Kingdom 453174. VAT Reg Number: 169725424. Therefore, VOUCHER EXPRESS is liable for the management and administration of this website, as well as the selling and shipment of card and any other issue related to the purchase of such cards.

TICKETMASTER is providing this service with the sole purpose that through this website managed and administered by VOUCHER EXPRESS you may benefit from the possibility to purchase a gift card to be given as a gift to your friends whenever you so wish and by means of just a few simple steps.

#### 01 General

- 1.1 Your Ticketmaster gift card or e-gift card ("Card") is issued by Ticketmaster Spain S.A.U., a company registered in Spain (CIF A-60905486) whose registered office is 10nd Floor, street Pallars 193, Barcelona, CP: 08005, Spain, ("Ticketmaster", "we", "us", "our").
- 1.2 Unless stated otherwise in this these Terms and Conditions, all terms and conditions which apply to gift cards also apply to e-gift cards.
- 1.3 The Card contains the monetary value which was paid, in advance, at the point of purchase. It is not a credit card, charge card, cheque guarantee card, or debit card and the balance on your Card will not earn any interest.
- 1.4 The gift card shall be valid for 12 months as of the date it is actually activated. Once a period of 12 months and one day has elapsed, the remaining balance may not be reimbursed nor exchanged to make any later purchases. The Gift Card many not be refilled under any circumstance.
- 1.5 Your Card has no cash redemption value and cannot be exchanged for cash.

### Tarjeta Regalo

**1.6** In order to be able to make a validly purchase the gift card, you must be over 18 and use a credit card issued in your name

#### 02 Contract

- 2.1 By placing an order through this website you are accepting to be bound by these Terms and Conditions; thus if you disagree with such Terms and Conditions, you should not make any transaction through this website.
- **2.2** Your contract for purchase of a Card starts once we have confirmed your purchase and expires upon either:
  - a) you spending all of the balance of the Gift Card; or
  - b) your Gift Card expiring, whichever happens earlier.
  - c) all purchases are subject to payment card verification and other security checks
  - d) your transaction may be cancelled if it has not passed our verification process.

#### 03 Card purchase and activation

- **3.1** The gift card may only be purchased through this website, and it will not be available at any Ticketmaster office.
- 3.2 Your Card will be activated and ready to use at the point of purchase. However, it may take up to three (3) working days for an e-Gift Card to be activated and ready to use.

#### 04 What can you buy with your card?

- **4.1** The card receiver may use the card to purchase tickets to participating events as well as products associated with them, for events in Spain and which are published on Ticketmaster official web at ticketmaster.es. Gift Cards may solely be used to buy tickets for participating events and other products or services related to such events.
- **4.2** Ticketmaster sells tickets and associated products and/or services on behalf of promoters, producers, teams, performers and venues. We refer to these parties who organise or provide the event and/or from whom we obtain tickets and/or associated products or services to sell to you as our "Event Partner".
- 4.3 We sell tickets allocated to us by Event Partners. The quantity and type of tickets allocated or made available for sale by us varies on an event by event basis. Ticketmaster does not control this inventory or its availability. Where Ticketmaster does not have an allocation of tickets of a particular type (e.g. accessible tickets) for an event or an allocation of any tickets whatsoever for a particular event, the Gift Card may not be used in relation to the relevant ticket type(s) or particular event(s).

### Tarjeta Regalo

**4.4** A payment for Ticketmaster Products can be made partly using the Gift Card and partly by other accepted payment methods (for example, credit or debit cards), the full value of any unused funds remaining on the Card must be exhausted before another payment method will be accepted in respect of the remaining value of the transaction.

**4.5** When using your e-gift card purchases, the 3-digit security number will be specified in the email which contains your e-Gift Card in order to complete the transaction. In respect of Gift Card for online transactions you will need the 3- or 4-digit security number written on the reverse of the Gift Card.

#### 05 Cancellation

**5.1** If your gift card was purchased online or over the phone, you may cancel the purchase of your gift card and receive full reimbursement of the total price paid within a period of fourteen (14) days as of the date the gift card was activated.

- Those cards will not be subject to cancel once they have been used by the recipient for the purchase of tickets.
- You have the right to desist from this contract within a period of 14 calendar days without the need for justification.
- The desist period will expire 14 calendar days from the day of conclusion of the contract.

5.2 In order to comply with the desist period, it is sufficient that the communication relating to the exercise by this party of this right be sent before the corresponding deadline expires. Said communication must be carried out by any of the following means:

- By sending an email to this address: ticketmaster@voucherexpress.net.
- You can also exercise your right of desist by calling Customer Care on +34 932 514 228.

We will proceed to make the refund using the same means of payment used for the initial transaction, unless you have the opposite.

#### 06 Check your balance

**6.1** You can check the amount of unused funds you have left on your Gift Card <u>online</u> or by calling +34 932 514 228.

#### 07 Card security

7.1 You should treat the Gift Card as if it were cash. If you lose your Gift Card you may lose any unused funds on it in just the same way as if you lost your wallet.

### Tarjeta Regalo

7.2 Your Gift Card number and the three-digit security number should be kept secret at all times and should not be disclosed to anyone other than to Ticketmaster.

#### 08 Right to terminate, cancel or refuse a transaction

**8.1** Ticketmaster may cancel your gift card or decline a transaction if there is suspicion that the Gift Card is being fraudulently, unlawfully or in a non-authorized way, or if there are reasons to believe that these Terms and Conditions are being breached.

**8.2** Ticketmaster may at any time terminate this agreement with you and reimburse you all non-disposed funds, provided thirty (30) days prior notice is given to you.

#### 09 Your personal information

**9.1** For all questions related to the management of your private data as the purchaser of a gift card, please visit our Privacy Policy.

#### 10 Limitation of liability

10.1 Ticketmaster will not accept liability for Cards which are lost, stolen, destroyed or used without permission, unless Ticketmaster has caused this by its negligence.

10.2 TICKETMASTER shall not be liable in any way for the website management, any purchases made through it by the user, or any private data collected, processed and managed by VOUCHER EXPRESS.

10.3 Voucher Express shall not be liable for the non-receipt or delay in the receipt of the gift card by the receiver for reasons beyond the issuing holder's control and such reasons include amongst others (i) malfunctioning or collapsing of telecommunications lines or systems, (ii) delays in information or data transmission, or information or data loss which may occur due to any of the circumstances above mentioned at (i); (iii) inaccuracies in the data of the gift card receiver provided by the purchaser of such gift card; (iv) impossibility to deliver the electronic gift card at the provided e-mail address, or (v) if the e-mail address provided by the issuing holder is considered spam or unwanted mail.

Should any of the above circumstances occur, please report it as soon as possible to customer care services contact details which you will find in this website for the purchase of electronic gift card.

#### 11 Updates to these Terms and Conditions

11.1 Ticketmaster may update these Terms and Conditions from time to time. We will notify you of any change to these Terms and Conditions as required by law. We will also post an updated copy on our website. Please check our website periodically for updates.

### Tarjeta Regalo

#### 12 Queries, complaints and dispute resolution

12.1 If you have any queries or complaints regarding your purchase, contact us, quoting your order number given to you in your confirmation email. Some complaints can take up to twenty-eight (28) days to resolve, but we will get back to you as soon as possible.

**12.2** If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to you and us.

12.3 As an online trader, pursuant to European Union legislation, Ticketmaster also draws your attention to the European Commission's Online Dispute Resolution platform, where you can access for further information about online dispute resolution. You can also contact our customer service.

#### 13 Miscellaneous

13.1 Any delay or failure to exercise any right or remedy under this agreement by Ticketmaster shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

13.2 All of the above Terms and Conditions are governed by the Spanish law and any conflict arising with regard to transactions carried out with Voucher Express shall be submitted to the exclusive competence of the Spanish Courts.

October 2018 version