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# Business terms

Last updated on: 16 March 2023

## 1 General terms and conditions of business with the Organizer

By creating an event in the Entrio system, the Organizer declares that he understands and accepts [Entrio general terms of use](#), [Entrio terms of business for organizers](#) as well as [Data protection statement](#).

Entrio sells tickets on behalf of the Organizer to third parties for events entered into the Entrio system, for which the Organizer has the right to sell tickets.

The organizer must be a duly registered, liquid legal entity (company, trade, association, etc.) in order to sell tickets through the Entrio system.

**Physical entities are not allowed to sell tickets through the Entrio system, and the income from ticket sales cannot be paid to the account of a physical person..**

In case of false representation of the user who created the event in the Entrio system, in case of entering incorrect information about the company of the Organizer or in case the user is not authorized to represent the company of the Organizer - Entrio will cancel all sold tickets and refund ticket buyers.

The organizer is responsible for the data entered into the Entrio system. By entering the Entrio system, the Organizer becomes the owner of the event and the issuer of tickets for the event entered into the Entrio system.

The organizer undertakes to deliver the contracted product / service in the highest possible way, respecting quality standards equal or greater than those applied in its regular business with Customers.

The Organizer is responsible for all incurred claims, responsibilities and costs of Customers, as well as for any compensation for the requested value of the unused Entrio ticket incurred by the responsibility of the Organizer

All potential problems related to the delivery or lack of products / services provided by the Organizer are the sole responsibility of the Organizer.

The organizer is responsible for all fees and liabilities related to the final ticket price.

The Organizer is responsible for the program of the event and is responsible for the conditions and rules of conduct at the scene, as well as any injuries, illnesses, damage caused in whole or in part by the work of the Organizer.

## 2 Entrio commission and income payment to the Organizer

Unless otherwise agreed, Entrio will charge the Organizer an intermediary commission in the amount of:

- 8.5% + 0.00 EUR - for tickets more expensive than 5.00 EUR
- 0% + 0.50 EUR - for tickets of 5.00 EUR or cheaper.

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The above commission amounts are calculated on the gross ticket price, and the final commission amount is increased by 25% PDV.

Entrio charges a Ticket Fee fee of

- 1.00 EUR (including PDV) for tickets cheaper than 20.00 EUR.
- 1.50 EUR (including PDV) for tickets priced at 20.00 EUR and above.

for each ticket issued.

The stated amount is in gross amount (including VAT), and is charged to the customer for each sales channel (internet, points of sale, etc.) and for each method of payment (cash, cards, bank payment, etc.).

When creating an event through the Entrio system, the Organizer has the opportunity to take the Fee on himself, which means that the customer pays only the ticket price, and the total cost for the Organizer, in addition to the intermediary fee, is increased by the Ticket Fee in the amount of

- 1.00 EUR (including PDV) for tickets cheaper than 20.00 EUR.
- 1.50 EUR (including PDV) for tickets priced at 20.00 EUR and above.

for each paid commercial ticket with a price.

The fee for issuing a ticket is not calculated on free tickets, tickets with a 100% discount or other tickets for which the customer has not made a payment.

Entrio undertakes to deposit the earnings from the tickets sold to the Organizer, minus the intermediary commission and other accompanying costs, within ten (10) working days from the end of the event unless another deadline is agreed. Payment will be made provided that the event is properly held, to the account and according to the data entered by the Organizer in the Entrio system.

By depositing the money to the Organizer's account, Entrio is considered to have successfully fulfilled its part of the contract.

### **3 Cancellation of the transaction by the bank**

The organizer is aware of the risk that payments through certain payment methods (debit and credit cards) may be withdrawn or canceled by the bank in certain cases such as customer complaints.

The organizer bears this risk entirely on his own. If the bank cancels the payment after Entrio has paid the Organizer, the amount of the canceled payment plus the withdrawal costs will be charged to the Organizer.

### **4 Cancellation, change of date or significant change in the event program**

The organizer undertakes to immediately inform Entrio in writing (via e-mail) of a possible threat, of a definitive cancellation of the event or of other situations in which a refund to customers would be required.

In case of cancellation of the event, significant changes in the program or location, changes in the date and / or time of the event or similar significant changes related to the event itself that could result in a refund to customers (hereinafter "cancellation of the event"), the Organizer undertakes the legal

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obligation and responsibility to return the full price of paid tickets to all customers.

Whenever possible, if Entrio has not previously paid the revenue from ticket sales to the Organizer, the refund will be made directly by Entrio on the Organizer's order and on behalf of the Organizer. For all tickets purchased through the Entrio system for which Entrio has already paid the agreed amount to the Organizer, the refund will be made by the Organizer paying the full price of tickets sold to Entrio's bank account no later than 7 days after the public announcement of the situation.

Ticket issuance fee and any other Entrio fees or additional services paid by the customer to Entrio - are non-refundable, ie these services and fees will not be refunded to the customer in case of cancellation, delay or other reasons.

In the event of cancellation, Entrio cannot be held liable to Visitors and / or third parties for damages and / or possible lawsuits.

In case of indications that the Organizer's business is endangered (such as over-indebtedness, inability to pay, bank account blockage, etc.) or if there is a reasonable suspicion that the Event will not take place, Entrio reserves the right to suspend ticket sales and all payments to the Organizer. If it is subsequently determined that the Event has nevertheless taken place, Entrio will duly pay the Organizer the revenue according to the agreed terms.

For refunded tickets due to cancellation, change of event date or at the explicit request of the organizer - Entrio will charge the Organizer only the agreed sales commission.

Entrio will preform a refund at its own expense, ie it will not charge the Organizer an extra service in addition to the agreed sales commission.

## **5. European General Data Protection Regulation (GDPR)**

The Organizer, as the Executor of personal data processing, is responsible for the processing of personal data transmitted by Entrio in the capacity of the Head of Personal Data Processing, and as such is subject to all provisions of Article 28. General EU Regulation 2016/679 on personal data protection.

### **The organizer undertakes in particular to the following:**

- The organizer undertakes to handle personal customer data, obtained through the Entrio system as a Data processor, responsibly, carefully and exclusively in accordance with the European General Data Protection Regulation (GDPR).
- The organizer undertakes to collect only additional customer data that may be processed to the extent necessary for the purpose (purchase of tickets) - or anything related or related to it - T-shirt sizes, addresses or residential areas, gender, food or beverage preferences, etc.
- If Special Data Categories are collected, they must be collected completely voluntarily and with the explicit consent of the users for the special categories.
- The organizer will never use the ticket sales system for children under 16 years of age. Children under the age of 16 are strictly prohibited from using the Entrio system.
- If the Organizer wants to collect e-mail addresses of customers for later marketing purposes such as sending newsletters, The organizer is obliged to obtain explicit consent from the customer to use the E-mail for this purpose. Consent can be included in the purchase process using an additional field of the type "Checkbox", called e.g. "I want to receive an e-mail newsletter"

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from the Organizer with an offer of the latest events."

Children under the age of 16 are strictly prohibited from using the Entrio system.

- In order to comply with the GDPR, it is desirable that the Organizer has published its own Data Protection Statement on the Internet, which it can then incorporate into its Entrio event as an additional field of the type "Checkbox", called e.g. "I agree and accept the Organizer's Data Protection Statement."
- The event organizer himself is solely responsible for processing the data requested by the event organizer for the purpose of the organization
- Failure to comply with the Agreement or these rules entails the obligation to report personal data breaches to the National Regulatory Authority (AZOP) by Entrio.