

Terms and Conditions for end users of the Backstage.global website and/or of the Backstage Application

1. Introduction

Welcome to <https://backstage.global/> (the "Site"). By using our services, you agree to be bound by these Terms and Conditions (the "Terms"). If you do not agree with any of these Terms, please do not use the Site. Backstage Global ApS reserves the right to modify these Terms at any time without prior notice. Your continued use of the Site constitutes your acceptance of the Terms. Your continued use after such changes constitutes your acceptance of the revised Terms. The Terms and Conditions also applies to applications ("Applications") associated with Backstage Global ApS. For definitions see clause 3 and 4.

2. Backstage Global

Backstage Global ApS is registered in Denmark, with company no. 44565706, with its place of business on Gothersgade 103,3, 1123 Copenhagen K.

Backstage Global ApS (Backstage) solely provides the sales channel for event responsible (Event Responsible) and/or merchants (Merchants) to sell Event tickets (Tickets) to Events (Events) and additional products (Additional Products).

Backstage accordingly only mediates the sale of Tickets and Additional Products between you as the ticket buyer and the Event Responsible - and/or between you as the buyer of Additional products and the Merchants.

Backstage is not, under any circumstances, the seller of the Event Tickets and Additional Products. The Site/ the platform serves solely as a facilitative tool through which Tickets and Additional Products may be offered, sold, and purchased.

Regarding the responsibility and the role of Backstage, Event Responsible and/or Merchant also see clause 7.

You can contact Backstage on e-mail: support@backstage.global

3. The Site

The Marketplace

The Marketplace is a hosted software solution which encompasses a web-based interface, that enables End Users to explore and purchase Tickets and Additional Products and to resell Tickets.

Smart Tickets

A "Smart Ticket" is your digital ticket to Events - and certain digital products - purchased through the Marketplace. Smart Tickets representing your digital ticket to Events can be transferred or resold via the Marketplace.

Wallets

Upon your registration on the Site, an individual digital wallet is automatically generated for you. This wallet is designed to hold non-fungible tokens (NFTs), which serve as digital representations of your rights and entitlement in relation to purchased Tickets and certain digital assets/Additional Products.

Payment

The Marketplace uses a POS system, which is a payment system that supports multiple methods, including credit cards, digital wallets, and cryptocurrency.

All purchases are final and non-refundable except as required by law. See below regarding withdrawal.

Fees

Tickets sold - and resold - through the Marketplace are subject to a ticket fee, which may vary depending on, among others but not limited to the price of the Event and the conditions otherwise agreed with the individual Event Responsible. The ticket fee is included in the price you see on the Marketplace.

Additional Products sold through the Marketplace are subject to a fee, which may vary depending on, among others but not limited to the nature of the Additional Product and the conditions otherwise agreed with the individual Merchant. Such fees are included in the price you see on the Marketplace.

4. Further definitions

“Additional Products”: Additional rights and entitlements/products primarily related to Events, both in the form of digital and physical Additional Products, e.g. digital photos from Events, Meet and Greet with a performer, VIP backstage access, merchandise, food, drinks, hotels, transport related to a specific Event etc.

“Application”: Application with same features as The Marketplace. See definitions above in clause 3.

“End User”: User who uses the Marketplace/the Site for the purpose of purchasing Tickets / Smart Tickets (see above in clause 3) either in a primary sale or in a secondary sale.

“Event”: Events sold via the Marketplace by Backstage’s Partner such as but not limited to concerts, festivals, sports events, shows, parties, fan-experiences, tours, conferences, lectures etc.

“Event Responsible”: an organizer or promoter of an Event who has the right to market, promote and sell Tickets to and event and/or Additional Products.

“Marketplace”: See above in clause 3.

“Merchants”: An Event Responsible and / or Seller who has the right to market, promote and sell Tickets to Events and/or to sell Additional Products.

“Non Fungible Token”: Non-fungible tokens or NFT’s are blockchain representations of an asset. NFT’s establishes a clear chain of ownership of an asset. Also see definition of Smart Ticket.

“Primary Sale”: A sale made by the Partner to an End User through the Marketplace.

“Secondary Sale”: A resale made by one End User to another End User through the Marketplace.

“Smart Ticket”: A Smart Ticket or “Ticket” is a ticket to an Event purchased through the Marketplace. When you purchase a Smart Ticket through the Marketplace/Application in a primary sale, a NFT - corresponding to the relevant Ticket or in some cases Additional Product - is minted and allocated to your digital Wallet. This Smart Ticket embodies your right to attend the specified Event, acting as a digital ticket.

Event Responsibles, sellers of Additional Products and Backstage can communicate directly to the Smart Ticket about Events and/or Additional Product and related matters i.e. pre-acces to buy tickets to other similar Events etc. The communication will not be directed personally to you but to the Smart Ticket/NFT in the present Wallet. You hereby accept such communication. If you after the Event don’t want access to such communication any longer you can remove the Smart Ticket from your Wallet.

“Terms”: These Terms & Conditions - Terms and Conditions for end users on the Backstage Global website and/or the Backstage App.

“Venue”: The place where Events take place.

5. Eligibility

In order to use the Site and open an account and purchase Tickets and Additional Products on the Site/the Marketplace, you must be at least at legal age under the laws of your country of residence or nationality and capable to enter into legally binding agreements under the applicable laws.

If you are younger and the conclusion of the contract requires the consent of at parent of a legal guardian, you must first obtain the necessary and verifiable consent before using our services.

In some jurisdictions it is possible for underaged above the age of 15 to enter into legally binding agreements if they solely use funds of their own when entering into such agreements. It could be funds they have earned themselves, or funds which has been given to them to use freely. If such agreements are legally possible and legally binding in your jurisdiction, you can enter into such agreements.

By using the Site, you represent and warrant that you meet these eligibility requirements. Backstage reserves in any case the right to ask for proof of the obtained consent from you and/or parent/legal custodian.

If you cannot enter into a legally binding agreement with us, you are prohibited from using our Services. If you anyhow open an account without fulfilling the necessary requirements, Backstage has the right to terminate and close the account as a legally binding contract has not been concluded.

6. Account Registration

To use services on the Site or Application, you must register an account. Registration is carried out by filling in the relevant information (electronic form) on the Site or mobile Application and submitting the application for account registration, which must be approved by the Backstage administration (Administration).

Account registration is deemed to be approved by the Administration from the moment the user is notified of the creation of their account by sending a corresponding e-mail to the details provided by you during registration.

Please note that certain services may not be available in certain jurisdictions or regions or for certain users. We reserve the right to change, modify or impose additional restrictions at our sole discretion at any time on your account.

Information that is required to complete registration includes:

Surname, First Name, e-mail address, mobile nr. country of location.

You may not create more than one user account for the same person. Your account cannot be transferred to third parties.

Your account registration also implies an obligation for you to provide, if necessary, information for identity verification. Such information will be used to verify the identity of user(s), detect money laundering, terrorist financing, fraud and other financial crimes through our service, or for other lawful purposes stated by us. Backstage will collect, use and share such information following our Privacy Policy. In addition to providing such information, you agree to allow us to maintain a record of that information for the period that your account is active and for five (5) years after your account is closed, under global industry standards for data retention. You also authorize us to conduct necessary investigations directly or through third parties to verify your identity or protect you and/or us from financial crimes such as fraud. The information we require to verify your identity may include, but is not limited to, contact details, telephone number, government-issued identity card, date of birth and other information. Providing the required information, you confirm that it is correct and accurate. Once you have successfully completed registration for your Backstage account, you can use various Backstage services.

7. Login and account Security

After opening an account, you can use your login data to login on our Site or mobile Application to access our services. All logins are individualized and may only be used by you. You must keep you login details secret and protect them against unauthorized access by third parties. You solely are responsible for implementing all reasonable and appropriate measures to secure your account and other information necessary to use our services, such as passwords, private key or credentials to access our services. If you lose this information, you may lose access to our services, for which we will not be responsible.

Should we learn of an unauthorized use, we have the right to block access to our services by the unauthorized third party. In such a case, we also reserve the right to change your login information, of which we will inform you promptly.

By creating an account you also agree that:

you will notify us immediately if you become aware of any unauthorized use of your account and password or any other breach of security;

- you will comply with all the Backstage mechanisms and procedures relating to security, authentication, buying-trading, charging and withdrawals;
- you will take appropriate steps to properly log out of your account at the end of each visit.

8. Purchase of Smart Ticket and Ticket description – and Event admission

You must always before confirming any reservation, thoroughly check that the correct Smart Tickets have been reserved.

To gain entry to an Event, you must present your Smart Ticket at the Venue.

The Smart Ticket to Events allows for entry for one person, unless otherwise stated.

You must always when purchasing a Ticket read the information about the Event and Event specific conditions on the Event Responsible's website including but not limited to information about Event info, date, time and address. However, note this can in rare situations change. It is thus your responsibility after the purchase to check the Event Responsible's website periodically for general changes regarding the Event including for possible additional admission requirements.

You must always when purchasing check, the information which appears from you Smart Ticket, including check that information about the specific Event, date, time and other Event specific information / terms appears as you have intended when purchasing. You should also check this Site periodically for information about possible changes to such original information/terms.

Also note, that there will often be restrictions on what effects may be brought to the Event, e.g. drinks, cans, bottles, food, camera, video equipment, laser sticks, chairs, umbrellas, fireworks, weapons and the like. Read more about Event-specific conditions that may be listed under the Event on the Event Responsible's website.

The Event Responsible reserves the right to refuse entry to the Venue/Event, or to remove any person from the Venue/Event, with reference to applicable security considerations (including crowd surfing, moshing, epidemics/pandemics as Covid-19 etc.) - or any unacceptable behavior that may cause injury, personal injury or irritation, or that violates the organizer's terms and conditions. Any breach of this will result in you not being entitled to a refund.

9. Event Information and responsibility for the Events

It is your responsibility to read the Merchant's / Event Responsible's general terms and conditions and any Event specific terms and conditions on the respective responsible Merchant / Event Responsible's website.

You must note, and accept, that it is solely the responsibility of the Event Responsibles to give all relevant and updated information about the Events. This is in any case NOT the responsibility of Backstage. In case of inconsistencies between information on this Site and on the Event Responsible's website regarding a specific Event, it shall always be the information on the Event Responsibles website that you should ultimately rely on, and Backstage has no responsibility for inaccuracies/faults on Event Responsible's websites.

For any material change to the Event from the time of purchase, including, but not limited to, change of Venue, change of date, artist line-up etc, it is wholly the Event Responsible's responsibility to inform you of your options going forward, wherever applicable. Information on the Site pertaining to an Event is wholly and exclusively managed and provided including updates by the Event Responsible(s) or their staff.

Backstage refers questions of this type to the Merchant / Event Responsible of the Event in question.

10. Accuracy, Completeness and Timeliness of Information.

Backstage is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided "as is" by Event Responsibles/Merchants, for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk, and we shall not be liable for any such reliance or use of any information on the Site.

Occasionally there may be information on our Site or on the mobile Application that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. Backstage reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

11. Transfer & resale of Smart Tickets – and validity of Smart Tickets

If you want to transfer or resale your Smart Tickets, this should always be done via this Site and/or the Application.

The Marketplace allows users to engage in Secondary Sales of Tickets. End Users may list their Tickets for sale, and other End Users may purchase them through the Marketplace. The transaction process involves the transfer of the NFT representing the Ticket from the selling End User's digital wallet to the buying End User's digital wallet. This transfer ensures the assignment and verification of Ticket ownership from the selling End User to the buying End User.

It is expressly prohibited for the User to offer a Ticket in a different manner other than through the Marketplace on this Site /or on the Application. Backstage strongly advice against purchasing Tickets via other channels, as we cannot guarantee the validity of such Tickets, and we also reserve the right to render such Tickets invalid.

Note that in several jurisdictions it is prohibited to resell tickets at a higher price than the original price.

Also note, that there might also be other restrictions on resale and use of Tickets. For Example, Tickets may generally not be used as a prize in a competition or as part of a bundle with other products, unless the Event Responsible has given permission to this.

You cannot resell Additional Products on this Site, unless this is specifically noted.

12. Relocation of your seats on the day

Even though you have purchased Tickets for a specific seat, in very rare cases and due to special circumstances, you may be reassigned to other similar seats. E.g. due to special safety precautions, special need for emergency exits etc. If you do not believe

that your newly allocated seats are equivalent to your original ones, you should contact the Venue or the Event Responsible on the day. Backstage cannot be held responsible for this.

13. Withdrawal of purchase

According to EU legislation including Danish Law "Lov om visse forbrugerftaler § 17 stk. 2 jf. § 9 stk. 2 nr. 2a," tickets and certain other services are not included within the right to withdraw.

Right of withdrawal for Additional Products

In certain cases you can however cancel your purchase of additional products.

If your purchase is covered by the right of withdrawal, you have the right to withdraw from the agreement without reason within 14 days. The right of withdrawal expires 14 days after you have taken physical possession of the goods, or after the day on which you entered into the agreement for the service. If the cancellation period expires on a public holiday, the cancellation period is deemed to have expired on the following business day.

Whether you have the right of cancellation, and the possible use of the right of cancellation, is solely a matter between you and the seller of Additional Products. In this section, however, Backstage gives you general information about the rules on the right of cancellation.

Exceptions to the right of withdrawal

There are a number of exceptions to the right of withdrawal. In relation to the services that can be purchased via this Site/the Marketplace the exceptions are among others relevant for agreements on:

- recreational leisure activities, including entertainment, sports and similar cultural events, e.g. concerts, theater performances and sports events.
- catering, e.g. restaurant visits and delivery of food (catering).
- transport, including travel by plane, bus, train, taxi, etc.
accommodation, e.g. at a hotel, hostel or campsite and renting a holiday home.

However, the listed services are only exempt from the right of withdrawal if it is clear from the agreement when (which day or specific period) the service in question must be performed. This will normally be the case for services (tickets to Events etc.) purchased via this Site / the Marketplace.

If the agreement relates to a non-financial service or a product which must be manufactured or adapted to your individual needs, the right of withdrawal only applies until the execution, manufacture or adaptation begins, when you have previously given your consent to the organizer/seller of Additional Products being able to begin the execution, etc. before expiration of the withdrawal period.

Exercising the right of withdrawal

To exercise your right of withdrawal, you must give the seller of Additional Products an unequivocal notice that you wish to withdraw / cancel the purchase, e.g. by letter or e-mail. The cancellation period has been met if you send the notice of exercise of the right of cancellation before the period has expired.

Return and the condition of returned item

When you return a product/service, you are only liable for any deterioration in the value of the item that is due to handling other than what is necessary to determine the nature of the item, its properties and the way it functions. You can try the product in the same way as if you tried it in a physical store. If the item has been tried on in addition to what is described above, the seller of Additional Products can consider it as used, which means that if you cancel the purchase, you will only get a part or none of the purchase amount back, depending on the item's commercial value. To receive the entire purchase amount back, you can thus do the same as you can in a physical store. You may test the item, but not actually use it.

Refund

Backstage refers, cf. above, to the Merchant who has sold the relevant Additional Product. However, if you regret your purchase and the purchase is covered by the right to withdrawal, you will as a general rule get the amount you paid back from the Merchant / seller of Additional Product. In the event of a decrease in value for which you are liable, you can expect that such decrease will be deducted from the purchase amount.

If you exercise your right of withdrawal, the seller of the Additional Product will refund payments received from you, including delivery costs (but not additional costs resulting from your own choice of a delivery method other than the cheapest form of standard delivery offered by the seller of Additional Products nor will Backstage's service charges and fees be refunded) without undue delay from the date on which the seller of the Additional Products has received notification of your decision to withdraw from this agreement. The

seller can withhold the refund until they have received the item/Additional Product back, unless you have provided documentation that you have returned it before then.

14. Cancellations of Events and refunds

If an Event is cancelled, Backstage refers to the Event Responsible responsible for the specific Event, for additional information and possible refunds.

Refunds in the event of cancellation are solely the responsibility of the individual Event Responsibels which is your contractual party.

Backstage is as a sales platform provider not liable for refunds in connection with a cancellation. However, Backstage seeks to make the Event Responsible to refund in case of cancellations, but Backstage will not have any legal or commercial responsibility in this regard.

15. Refunds in general

In any event where funds paid for Tickets and Additional Products in Primary Sales must be refunded, the responsibility and liability for this lies with the Event Responsible / Merchant. Backstage does not have - neither in relation to buyer in the Primary Sale nor the buyer in a Secondary Sale or any third party - any legal, financial or obligation of any other nature in connection with the refund of any funds collected.

Service charges and fees are never refunded.

16. The Role of Backstage Global and the relationship between the Event Responsible and Backstage Global

You agree that Events and Additional Products listed on this Site/the Marketplace are the sole responsibility of the respective third party merchants – the Event Responsibels / Merchants, which use the Marketplace to sell Tickets and/or Additional Products, - including the Event dates, Venues, execution of Event, including artist line-ups, pricing, promotions, listings, offers, refunds, or any related matter.

The Event Responsible/Merchant is thus fully responsible for their own Event(s) and/or Additional Products offered via the Marketplace, and Backstage is therefore not responsible for any part of the Events

Backstage only offers a marketplace for transactions between users and Event Responsibels/Merchants. Backstage do not offer and sell the Tickets and other services including Additional Products offered through the Marketplace. Backstage is only responsible for the technical distribution of the sale of Tickets and Additional Products through the sales channel.

Backstage is not responsible for any changes, including but not limited to the date, Venue, artist line-up, pricing, promotions, offers, refunds or any related matter.

You agree that in no case shall Backstage be liable or responsible for your reliance on, use of, attendance, participation, or any circumstances with the said Events and/or Additional Products, including for Event cancellations or postponements, nor shall Backstage be required to independently evaluate, verify, or investigate the accuracy or veracity of any such Event.

The aforementioned transactions therefore conclude a binding contract only between you and the Event Responsibels / Merchants. Backstage does not become a party of a contract concluded through the Marketplace. Backstage, therefore, are not responsible for the conclusion, the performance, the fulfilling of the purchase agreement or any breach of such agreement/contract. Backstage will not be liable to you or any third party for any claims or damages arising from such contract. Backstage is neither responsible for the content or performance of the Event and is not responsible for any losses to you or other customers as a result of the Event and the Event Responsible's responsibility. Backstage refers questions of this type to the Event Responsible in question.

17. Intellectual Property

The software, data, trademarks, intellectual property, including copyright, and other objects used on the Website or Application are the intellectual property of its legal owners and are protected by intellectual property legislation as well as by the relevant international legal treaties and conventions.

The purchase of Smart Tickets and/or Additional Products through the Site does not transfer any copyright.

Any use of the elements forming part of the Site and/or the mobile Application (symbols, text, graphics, software and any other objects), other than those permitted by this document, without permission, is unlawful and may give rise to civil, administrative and criminal penalties under applicable law.

If you are the owner of the trademark and/or other intellectual property and believe that materials on the Site or in the mobile Application infringe your rights, please write to us at support@backstage.global.

In your request, please include the following information:

- identify yourself (name, correspondence address, email);
- describe the nature of the possible intellectual property infringement and identify the relevant intellectual item on the Website or in the Application.

18. User Conduct

You agree not to engage in any of the following prohibited activities when using the Site:

- Violating any applicable law or regulation.
- Infringing the rights of any third party, including intellectual property, privacy, or contractual rights.
- Using the Site to transmit harmful, offensive, or illegal content.
- Interfering with the security or functionality of the Site.

19. Disclaimer of Warranties and indemnification

The Site and all services provided through the Site are offered "as is" and "as available" without warranties from Backstage of any kind, either express or implied.

Backstage will not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Site or purchase of Smart Tickets and/or any Additional Product via the Site.

You agree to indemnify, defend, and hold harmless Backstage, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising from your use of the Site or violation of these Terms.

20. Disclaimers and limitation of liability

Backstage reserves the right for errors and omissions in prices and descriptions - including sold-out Events.

Backstage has no responsibility towards the customer regarding Event Responsibles and/or Sellers' of Additional Products' reconstruction, suspension of payments, bankruptcy, cancellation of Events, other defects or any other complaints regarding an Event. All inquiries in this regard should be directed to the Event Responsibles and/or Sellers's of Additional Products.

Backstage is not your broker, agent or advisor and has no fiduciary relationship or obligation to you in connection with any transactions or other decisions or actions made by you using the Backstage services. None of the communications or information provided to you by [http:// https://backstage.global](http://https://backstage.global) is intended or should be construed as investment, financial, trading or any other advice. Unless otherwise specified in the Terms, all transactions are executed automatically based on the parameter of your order-asking instructions and following published procedures for executing transactions, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you under your investment objectives, financial circumstances and possible risk, and you are solely responsible for any loss or liability in connection therewith. You should consult lawyers or tax professionals regarding your particular situation. Backstage does not recommend buying, earning, selling or holding any Digital Assets.

You should conduct your due diligence and consult with your financial advisers before making any investment decision to buy, sell or hold any Digital Assets. Backstage is not responsible for decisions you make about buying, selling or owning Digital Assets based on information provided by the Backstage.

21. Links to other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by Backstage.

You also understand and acknowledge that we cannot and do not guarantee or warrant that files available for downloading from the internet or websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to our Site for the recovery of any lost data.

Backstage has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Backstage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

22. Data protection and Privacy Policy

Our servers, which we use to provide our services, are secured in line with the current technological state of the art. You should, however, be aware that there is a risk, which cannot fully be excluded, and that transmitted data and information through public networks maybe intercepted. We can therefore not warrant that transmitted data and information will not be intercepted.

Backstage may process, use or share information or personal data collected by us or provided by you when using our services in accordance with the General Data Protection Regulation (EU) 2016/679 and its possible modifications. You hereby consent to the processing, usage and collection of this data and information.

The protection, usage and processing of this information and data is governed by our Privacy Policy in detail.

23. Governing law and dispute resolution

These Terms and Conditions are governed and construed in accordance with the laws of Denmark, without giving effect to any choice or conflict of law provision or rule (whether of Denmark or any other jurisdiction) that would cause the application of laws of any other jurisdiction other than those of Denmark. The place of jurisdiction is in any case the Copenhagen City Court or Sø- og Handelsretten (The Danish Maritime and Commercial High Court) in Copenhagen.

24. Contact Information

If you have any questions or concerns about these Terms, please contact Backstage at support@backstage.global.

Updated November 2024