

Terms and Conditions Wicket VOF

Last Update: 25/05/2018

Please read these Terms and Conditions ('Terms', 'Conditions') very carefully before using the Wicket.be website ('website') and/or the (online) ticket purchasing service ('service') from Wicket VOF, Gentse Steenweg 62, 9620 Zottegem, Belgium (Vat number: BE0683.648.872) ('our(s)', 'us' of 'we').

Please keep in mind that these Terms might change and can be modified upon later (re)use of the website or service.

These Terms and Conditions are applicable for all visitors, users and third parties using or visiting the website or service ('you(r)'). Your usage and access to the service is bound by your acceptance, adherence and compliance to these Terms and Conditions.

By accessing and using the service you agree upon these Terms and Conditions. In case you do not agree with one or multiple parts of these Terms, you may not use or gain yourself access to our service, website (wicket.be) and/or any subdomains of it.

1. The service?

The website (Wicket.be) and Wicket VOF service is developed for event organizers and ticket sellers ('organizers', 'sellers') who wish to sell online tickets for their events ('event(s)') in the broadest possible interpretation hereof. Wicket.be or Wicket VOF can have ties with sellers, however, never will we act in their capacity in cases where sellers have full autonomy of decisions (for example, though not exclusively: number of available tickets, ticket pricing, refunds ...).

2. Availability of tickets and price setting

The number of available tickets and their base price is decided upon solely by the organizers. A service cost and cost for payment processing ('payment processing cost(s)') will be added to the base price dependent on the payment option you chose. The service costs can be fully or partially covered by the organizer and/or by you. Payment processing costs are always for the expense of the ticket buyer (i.e. you), since they are a direct consequence of your chosen payment option and are non-refundable under any circumstances. Service costs are non-refundable unless in situations as further described in section 4 and 5.

3. Buying tickets, the procedure

When you buy tickets from a seller through our service and pay through bank transfer, an order confirmation will be sent to your e-mail address with payment instructions. Once the payment is accepted, your e-ticket will be e-mailed to you as a pdf-file. Other payment options will, in case payment is successfully received, immediately lead to your e-ticket being sent to you via e-mail. It is your responsibility to either print the e-ticket(s) or keep an electronic version on a device so you can show your e-ticket(s) upon request at the event.

4. Refunds

Sellers have full decision autonomy on deciding what their refund policy is. A refund for a ticket will only be decided upon by the sellers. If your refund request has been granted, only

the base price is refundable, this means the ticket price, without the service costs and/or payment processing costs.

Only in case of a technical problem or mistake of the wicket website or service, Wicket VOF can decide on (partial) refunds that might or might not include the service costs. Payment processing costs are always a direct consequence of your choice of payment and hence never refundable. In case a problem or mistake has occurred, please contact support@wicket.be. We will be glad to help you solving any inconvenience.

5. Cancellation of an event

In case an event is cancelled, for whatever reason, your tickets will be refunded, not including the service costs and/or payment processing costs.

Only in case of a technical problem or mistake of the wicket website or service, Wicket VOF can decide on (partial) refunds that might or might not include the service costs. Payment processing costs are always a direct consequence of your choice of payment and hence never refundable. In case a problem or mistake has occurred, please contact support@wicket.be. We will be glad to help you solving any inconvenience.

6. Contact the seller/organizer

In case you would like to contact the seller directly, please use the contact information available on their ticketsite, their part of the wicket.be website.

7. Cancellation of your order/purchase

We retain the right for one-sided cancellation and invalidation of your order, purchase and/or tickets for any reason whatsoever, amongst them, though not exclusively: incorrect or incomplete payment details, fraudulent payments and/or purchases and/or other violations of our Terms and Conditions.

8. Privacy policy

a. Collected data

When ordering through our service, the following data is recorded:

- Name and surname
- Telephone number
- E-mail address
- Language preference
- Your purchase(s)
- Payment details
- IP-address

b. Cookies

During your visit of the website, we use cookies to keep track of you language preference.

- c. Payment transactions are being handled by Mollie and are bound by their privacy statement. You can consult this via: <https://www.mollie.com/en/privacy>
- d. The data we collect about you will never intentionally be sold or given to parties other than the ones mentioned above.
- e. More information can be found in our separate privacy statement on: https://r.wicket.be/Privacy_statement.pdf

9. Acceptable Use Policy

Our website can only be used for his intended purpose, namely selling and/or buying online tickets for events in the broadest interpretation possible. Our website should never be used, no matter what the circumstances, for illegal practices, practices that could harm our reputation or any other usage for which he was not intended to.

In case of doubt we will check whether our Terms and Conditions or Acceptable Use Policy are violated and we will take the necessary actions and, if necessary, inform the authorities.

10. Your authority

By making use of our website and/or our service, you confirm the be able and legally allowed to order tickets or to sell them. If this were not the case, for whatever reason, Wicket VOF can not be held responsible for any suffered damage (amongst others, but not exclusively, financial damage).

11. Disclaimer

Our service and website (Wicket.be and subdomains) are available on an "AS IS" basis. This involves that we cannot be held accountable in case certain parts, aspects do not meet your or general expectations. We cannot guarantee that our website or service will always work without a problem or disruption. However, in case any inconveniences might occur, we will work on a solution as soon as possible.

We do not guarantee that there are no infringements against any property rights, either on our website, subdomains of it or parts of ticket sellers. In case any such infringement occurs, we cannot be held accountable and/or be forced to protect or defend you. Please contact us through support@wicket.be in case any problem or infringement comes to your attention, so we can solve this/these as soon as possible.

12. Limited liability

Under no circumstances can we be held responsible for any damage you may have suffered as a consequence of using our website or service. Neither can we be held responsible for any damage that you may have suffered on a later moment in time through direct or indirect bounds to our website or service. Even in case we were informed about possible future damage for you or in case your measures to limit (future) damages failed, we cannot be held accountable.

In case Belgian law may limit the enforcement of this paragraph, we will be protected against any claims of responsibility to the furthest extend possible.

13. Changes to these Terms & Conditions

In case Terms and Conditions are changed, whilst they still affect you or your purchases through our website or service, we will inform you via e-mail. Changes to our Terms and Conditions are applicable as soon as they are published on our website. In case you accepted an earlier version of our Terms and Conditions, and do not protest these through a written statement addressed to Wicket VOF within 15 calendar days after we informed you, then you will have silently accepted the new Terms and Conditions 15 calendar days after we informed you about these changes.

14. Applicable law

These Terms and Conditions are drawn in Belgium and all possible disputes against these, either directly or indirectly, will be judged by the competent Belgian Court of the judicial district of Oudenaarde, Belgium. Only Belgian law is applicable on these Terms and Conditions. In case some parts of these Terms and Conditions are not enforceable under Belgian law, they will be interpreted in the way that makes them enforceable to the furthest possible extend.