

**GENERAL TERMS AND CONDITIONS FOR TICKET SALES AND ACCESS TO  
THE "AUDI SUMMIT FOR PROGRESS" EVENT**

**1. PURPOSE**

The purpose of these general conditions of sale (the "**General Conditions**") is to regulate the offer and remote sale of tickets to attend the event called "Audi Summit for Progress," which will take place on October 25, 2022 from 09.00 to 18.30h at Palacio de Cristal located at P. º de Cuba, 4, 28009 Madrid (the "**Event**") promoted by Audi España - Volkswagen Group España Distribución, S.A.U. ("**Audi**" or the "**Company**"), with NIF C.I.F. A-60.198.512 registered office Avinguda del Parc Logístic de la Zona Franca, número 12-20 (08040) Barcelona.

The Event tickets are sold by Audi with the intervention of the Event organizer, ACTIVIDADES DE OCIO Y EDUCACIÓN, S.L.U. ("MKTG"), with address at C/ Alfarería, 2 28933, Móstoles, Madrid and CIF B82271388, and may be purchased directly on the website [www.audisummitforprogress.com](http://www.audisummitforprogress.com) (the "**Website**") owned by MKTG. For any questions regarding the purchase of the tickets, please contact MKTG by email: [info@audisummitforprogress.com](mailto:info@audisummitforprogress.com)

The pre-contractual, contractual and post-contractual relationship between MKTG and the attendees of the Event (the "**Users**") are governed by these General Terms and Conditions, as well as by Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, by Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce (LSSICE), as well as by any provision contained in the regulations that must be complied with by employers in their relations with consumers.

Regarding the celebration of the Event, Law 17/1997, of July 4, 1997, on Public Entertainment and Recreational Activities and its implementing regulations shall apply.

The purchase of a ticket for the Event implies full acceptance without reservation of these Terms and Conditions (as well as the Legal Notice, Privacy Policy and Cookie Policy) and therefore acceptance to be legally bound by them.

MKTG may modify, at any time and without prior notice, the content of the General Terms and Conditions. However, modifications to the General Terms and Conditions

shall only apply to sales that are formalized after the modification of the General Terms and Conditions comes into effect.

These General Conditions shall only apply to consumers, in accordance with the definition of consumers contained in the Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws or in the rule that replaces it.

## **2. CONDITIONS FOR THE PURCHASE OF TICKETS**

In order to purchase tickets for the Event, it will be necessary to proceed with the online purchase through the Website before Wednesday, October 25, 2023. MKTG will not provide service in the event of an incident should the purchase of tickets not be made through this official channel.

There is no maximum number of tickets that can be purchased together, all tickets must be assigned to one User, in nominative form, and all attendee details must be complete before attending the Event.

## **3. PRICE**

The ticket price is the price indicated at the time of purchase on the website and includes the current VAT.

The management fees for the purchase of tickets are included in the final purchase price. On the ticket purchase screen, before proceeding with the order, the price of the tickets will be shown, as well as the administration fees. The prices are expressed in euros and include the corresponding taxes for the services offered.

MKTG reserves the right to change ticket prices at any time, but any change will not affect tickets already purchased.

## **4. PAYMENT METHODS**

The following payment methods are supported for the payment of the ticket price: VISA, Mastercard, Amex, Paypal, Apple Pay and Google Pay.

The payment process is carried out through a secure server using SSL protocol with encrypted data transmission. Through this payment method, neither Audi nor MKTG

collect or manipulate any customer data relating to your credit card number at any time. In any case, the provisions of the Privacy Policy shall apply.

## **5. PURCHASE OF TICKETS**

Once the tickets have been purchased, MKTG will send an email confirming the purchase of the tickets, detailing the summary of the tickets purchased. Furthermore, in said email the User will find a QR code at the end of the purchase with which he/she will be able to access the Summit on the day of the event. It is essential to have this proof of purchase in order to enter the venue. However, it should be noted that each of these copies will have the same code, which can only be used once in order to enter the venue. It is therefore recommended that, in the event of theft or loss, this be reported to the proper authorities.

Possession of a valid ticket entitles the User to access the Event and to remain at the Event during the opening and closing hours of the Event. The ticket does not include any costs associated with travel to or from the Event or accommodation costs incurred, nor does it entitle the ticket to be used by the User or any third party for advertising, marketing or promotional purposes (including contests, giveaways and/or sweepstakes) related to the ticket holder or any third party.

In the event that a ticket has been acquired with a special discount or special rate, the ticket holder will have to prove compliance with the requirements requested to access the venue.

The resale of tickets is not allowed and constitutes an infraction that can be punished by law; this is established in article 67.2 of Royal Decree 2816/1982, which approves the Regulation of Police of Public Shows and Recreational Activities, which prohibits the sale and resale of tickets. And specifically, with regard to the Community of Madrid, Law 17/1997, of July 4, 1997, on Public Shows and Recreational Activities establishes in its article 24.3 the prohibition of "the sale and resale and/or ticket scalping on the street level" of tickets, seats and passes.

Thus, the buyer assumes full responsibility in cases where the ticket shows signs of forgery, duplication, breakage or manipulation. Audi and MKTG reserve the right to deny access to the Event to anyone carrying illegally acquired tickets, as well as those tickets that are forged, duplicated or illegible. In this case, Audi and MKTG may take appropriate legal action, without the purchaser having the right to be compensated or indemnified for this circumstance.

Additionally, in accordance with the provisions of article 27.6 of Law 3/1991, of January 10, 1991, on Unfair Competition, the acquisition of tickets for resale by a business person, acquired using automated means to circumvent any limit imposed on the number of tickets that may be acquired by each person or any other rule applicable to the purchase of tickets, is prohibited.

## **6. RIGHT OF WITHDRAWAL**

With respect to the tickets purchased, the right of withdrawal may not be exercised pursuant to Article 103.1 of Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, since the supply of services related to leisure activities is exempted from this right.

## **7. CLAIMS**

For any suggestion, complaint or incident related to the running of the Event, the User may contact MKTG, as organizer of the Event, through any of the following channels:

- By sending an email to: [info@audisummitforprogress.com](mailto:info@audisummitforprogress.com)

In addition, interested parties may request complaint forms by email, which will also be available at the venue of the Event and at our registered office.

For any suggestion, complaint or incident related to the purchase of tickets, the User may contact MKTG, as owner of the Website and intermediary in such purchase, through the following channels:

- By sending an email to: [info@audisummitforprogress.com](mailto:info@audisummitforprogress.com)

## **8. CONDITIONS OF ACCESS TO THE VENUE**

On the day before the Event, a reminder email will be sent with indications regarding access to the Event. It will indicate the place of access to the venue, the time slot in which they have to access, and any other indication that is relevant in order to ensure an organized and effective access to the venue.

The ticket purchased through the Web will be exchanged for a wristband or an official lanyard of the Event that will be provided upon arrival at the venue. The bracelet or lanyard may not be removed during the entire duration of the Event and each type of ticket will have a design that differentiates it from the rest. Resale or transfer of the ticket and/or wristband or lanyard is prohibited. No ticket shall be returned in the event of damage, destruction, theft or loss.

Access to the venue will be denied or the person already inside the venue will be removed under the following circumstances:

- If a valid Event access ticket is not available. Tickets that are not recognized by the access readers will not be admitted.

- Failure to comply with the instructions and safety instructions of the Event staff or who pose a danger to themselves or others. The foregoing includes those persons who manifest violent attitudes or publicly incite hatred, violence or discrimination on grounds of birth, race, sex, religion, opinion, disability, sexual orientation, gender identity or any other social or personal condition or circumstance, and, in particular, to those who behave aggressively or provoke altercations outside or at the entrance, to those who carry weapons or objects that could be used as such, and to those who wear clothes, objects or symbols that incite violence or imply apology of activities contrary to the fundamental rights recognized in the Constitution.

- To those attendees whose physical faculties are impaired, who are in an evident state of drunkenness, who are consuming drugs or narcotic substances or who are under the influence of narcotic substances.

- Failure to comply with the minimum age requirements for access to the Event or, not meeting the minimum age, the minor is not accompanied in compliance with the conditions set forth in these General Conditions.

#### **9. ACCESS FOR PERSONS WITH DISABILITIES (PERSON WITH REDUCED MOBILITY (PRM))**

A Person with Reduced Mobility and Disability is considered a person with a recognized degree of disability equal to or greater than 33%, whether physical, cognitive, intellectual or sensory. To certify this, it will be necessary to show the corresponding card at the door of the venue along with the ticket.

In compliance with current regulations, the Event has a reserved capacity for people with reduced mobility, and only one companion is allowed in order to enable the attendance of a greater number of people with disabilities and reduced mobility.

The Event has a reserved area for people with disabilities and reduced mobility. Tickets for this area are sold under the designation "Reduced Mobility" and "Reduced Mobility Companion" and are appropriately marked on the premises.

This procedure is followed to prevent some customers who do not need this type of ticket from purchasing them when the general seating capacity has been reached.

## **10. SUSPENSION OR MODIFICATION OF THE EVENT**

MKTG reserves the right to make modifications to the program of the Event, in accordance with Audi's instructions, whenever necessary for the proper running of the Event. Such modifications will be announced in advance and duly informed. Likewise, MKTG reserves the right to suspend the Event program at any time, a circumstance that will be communicated within a reasonable period of time by MKTG to the Users.

In the event of essential modification or suspension of the entire Event, Users shall be entitled to a full or partial refund of the ticket price, except for the management fees added during the purchase process, and previously mentioned. The refund will be made in the terms communicated by the organization within a maximum period of 15 days.

In the event of a change in the date of the Event, the User who has purchased a ticket may use his/her ticket on the new date or return the ticket through the channel indicated by MKTG for this purpose, in which case the amount paid when purchasing the ticket will be refunded. No refunds will be made for tickets purchased in places other than the official channel indicated in these General Terms and Conditions.

The amount of the ticket will not be refunded in the event of cancellation of the Event due to *force majeure*. *Force majeure* is understood as set forth in paragraph 15 of these General Terms and Conditions.

If the suspension or modification occurs once the Event has started due to fortuitous causes or *force majeure*, the ticket price will not be refunded.

Likewise, MKTG reserves the right to unilaterally modify, alter or update the conditions related to the development of the Event in order to adapt it to the possible requirements of governmental authorities (whether local, community or state).

## 11. IMAGE RIGHTS AND INTELLECTUAL PROPERTY

All intellectual property usage rights derived from the Event, exclusively, worldwide and for the maximum period of protection provided by law, including materials distributed during or in connection with the Event, by Audi, MKTG or its partners, sponsors or related companies, as well as speakers attending the Event (collectively, "**Partners**"), are owned by Audi, with the right to transfer them exclusively or non-exclusively to third parties.

No one shall reproduce or be permitted to reproduce any trademarks, distinctive or commercial signs, or any other materials on behalf of Audi or its Associates during the Event without our prior written permission. Similarly, it is strictly prohibited for any company, organization or person to attempt to host or organize, promote or publicize any event that purports to be related to the Event.

Nothing in these Terms and Conditions gives the User any legal right or benefit over any industrial or intellectual property rights owned or licensed by us or our Associates, nor shall it give the User any right or license over any other industrial or intellectual property rights of ours or our Associates.

Any filming, recording or reproduction inside the venue by attendees of the Event is prohibited unless expressly authorized by Audi.

The attending public knows and consents that during the Event audiovisual images will be taken that may be used later for informational, commercial and advertising purposes, authorizing the attendee such use to Audi and MKTG. Any use of the images will be made, in any event, in compliance with Organic Law 1/1982 of May 5, 1982, on the civil protection of the right to honor, personal and family privacy and the image itself.

As a consequence of the above, Users authorize Audi and MKTG to use the images in which they appear, either by photograph or video, free of charge, without time and space restriction, for use in any media, including their name and profession in any type of advertising, promotion, publication (including Internet), or any other media, including for promotional or informational purposes, as well as their exhibition in any media and / or online or offline support. In no case shall the attending public claim any monetary

sum from Audi or MKTG derived from the exploitation of such images that could be carried out.

## **12. GUARANTEES AND LIMITED LIABILITY**

The User acknowledges that in agreeing to these Terms and Conditions he/she has not relied on any representation or warranty not expressly contained herein.

Opinions expressed by speakers during the Event are their own, neither MKTG nor Audi accepts any responsibility or liability for the opinions expressed. In addition, materials shared or distributed during the Event are for informational purposes only. Neither MKTG nor Audi makes any guarantee as to their condition, accuracy or correctness.

To the fullest extent permitted by applicable law, neither MKTG nor Audi shall be liable for any indirect or direct loss, damage, charge or expense arising in any way by reason of or in connection with any breach of the Terms and Conditions, even if we have been advised of the possibility thereof in advance; and it is expressly provided that, Audi's total aggregate liability for any loss, damage, charge or expense arising directly from a breach of the Terms and Conditions is limited to the total amount paid by the User for entry to the Event.

The User agrees to defend, indemnify and hold Audi, its Associates and its respective employees, contractors, agents, officers and directors free from all claims, liabilities, damages, losses and expenses, including legal fees, arising out of or related to any breach of the Terms and Conditions by the User or any other liability incurred as a result of the User's attendance or participation in the Event.

## **13. DATA PROTECTION**

In compliance with the General Data Protection Regulation 2016/679 dated April 27, 2016, the User is informed that the personal data of ticket purchasers will be incorporated in the MKTG's register of processing activities.

The purposes of the processing will be the following:

- The fulfillment of the contract. The basis of processing is the contractual relationship with the purchaser of the ticket to the Event and the legitimate interest during the celebration of the Event.

- To manage the queries and suggestions of the Users through the contact means of the Web, whereby the User's express consent is the basis for the processing. For this purpose, the User's personal data will be kept for the period necessary to carry out the consultation and, if necessary, the information will be kept blocked for the legally established periods.

- In the event of User authorization, for sending newsletters about news, services, Audi events, the legitimate basis being the express consent of the User or legitimate interest as applicable. The data will be retained until the User revokes the consent given and thereafter, if necessary, the information will be kept blocked for the legally established time limits.

- To allow the download of our content, whereby the lawful basis for the processing is the legitimate interest of MKTG. The data will be kept until the specific purpose is fulfilled or it is opposed and if necessary, the information will be kept blocked for the legally established periods.

- To perform internal solutions operations, data analysis, research, development and service improvement for aggregate data reports, for statistical and analytical purposes by MKTG, whereby the legitimate interest of MKTG is the basis for the processing. The data will be kept until the specific purpose is fulfilled or it is opposed, and if necessary, the information will be kept blocked for the legally established periods.

- To comply with the legally established obligations, whereby the the fulfillment of MKTG's legal obligations is the basis for the processing of the data. The data will be kept only for the time necessary to comply with the obligations required. Subsequently, if necessary, the information will be kept blocked for the legally established periods.

The categories of personal identification or contact data that may be required in the contact form, ticket purchase form, those necessary to make the purchase of the ticket for the Event or those requested for subscription to the newsletter, as well as browsing data that may be collected through cookies on the Web will be processed.

The User is informed that, in the event that the Event has video surveillance, it will be announced at the entrances to the Event. In this case the User will have the right of access, rectification, opposition, limitation of treatment, portability and cancellation to the extent possible under the provisions of the law.

It is reported that the personal data collected will be treated with due diligence and security and complying in all cases with the current legal provisions at all times. The data will be kept for a maximum period of two years from the time of the celebration of the Event, except in cases where there exists any legal obligation that requires keeping them for a longer period of time.

In no case shall the international transfer of personal data to third countries outside the EU be contemplated. The User's data will not be transferred to third parties except in cases where there is a legal obligation or to the extent necessary for the management of their participation in the Event.

The right of the User to file a complaint with the Spanish data protection authority in the event that he/she considers that the current legal provisions on data protection have been violated.

The User may exercise the rights of access, rectification, opposition, limitation of processing, portability and cancellation by attaching a copy of the User's ID to MKTG at the following email address: [dpo@mktgspain.com](mailto:dpo@mktgspain.com).

#### **14. FORCE MAJEURE**

Neither MKTG nor Audi shall be liable if the Event is postponed, rescheduled or cancelled, in whole or in part, or if any failure or delay occurs in the performance of the terms set forth above; if such failure is due to *force majeure*, such as natural disaster, flood, labor strike, war, acts of terrorism, extreme weather damage, compliance with any law or governmental order, or mechanical, electronic or communications failure or degradation, health alarm or any other emergency) or any other circumstance that makes it impracticable, illegal or impossible to hold the Event.

#### **15. CLAUSE ANNULMENT AND INVALIDITY**

If any of the clauses included in these General Conditions were to be declared totally or partially null or invalid, this annulment or invalidity shall not affect the remaining

conditions, and the Legal Notice and General Conditions shall remain in force in all other respects.

## **16. APPLICABLE LAW AND GOVERNING JURISDICTION**

These General Conditions are governed by and interpreted in accordance with Spanish law. For the resolution of any dispute Spanish Courts and Tribunals shall have jurisdiction under the terms of the provisions of Article 52.3 of the Civil Procedure Act.

Consumers may also submit their claim directly through the European Union Platform for Online Dispute Resolution accessible through the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>