

Terms and Conditions – Organizer

SECTION 1 – INTRODUCTION AND BASIC TERMS

1.1. Who shall comply with these Terms and Conditions?

1.1.1. BOOM Events s.r.o., with its registered office at Praha 6, Vokovice, K Červenému vrchu 678/1, postcode 160 00, Company ID No.: 18011837, registered in the Commercial Register kept by the Municipal Court in Prague under file no. C 380107 (hereinafter referred to as “BOOM Events”), as the owner and operator of the BOOM Events platform (hereinafter referred to as the “BOOM Events Platform”) and of other add-on services for organizers (hereinafter referred to as the “Add-on Services”).

1.1.2. Any person who concludes an agreement with BOOM Events on the provision of access to the BOOM Events Platform and who, where applicable, also concludes an agreement on the purchase of Add-on Services (hereinafter referred to as the “Organizer”).

1.2. What do these Terms and Conditions provide for?

1.2.1. These Terms and Conditions govern the rights and obligations of BOOM Events and the Organizer arising (a) in connection with the provision of the BOOM Events Platform and further (b) in connection with the use of the Add-on Services provided by BOOM Events to the Organizer.

1.2.2. BOOM Events provides the Organizer with access to the BOOM Events Platform, which constitutes, among other things, a technical and payment solution for the sale of tickets for the Organizer's cultural, sporting or other events (hereinafter referred to as the “Event”). In particular, BOOM Events provides a tool for creating and selling tickets and arranges the subsequent delivery of tickets and vouchers or other products to buyers, in the name of and for the benefit of the Organizer, for which the Organizer authorises BOOM Events by agreeing to these Terms and Conditions.

1.2.3. BOOM Events further provides the Organizer with Add-on Services within the BOOM Events Platform, where it may be either the direct provider of the service or an intermediary of a third-party service. The availability of Add-on Services depends on the current offering, and the provision of the Add-on Services themselves is governed by separate terms and conditions. These Terms and Conditions govern the relations between BOOM Events and the Organizer unless the terms and conditions for the Add-on Services provide otherwise.

1.3. Basic terms

1.3.1. A “Ticket” means an electronic or printed form of a document issued by BOOM Events for the Organizer's Event which entitles its holder to enter the Organizer's specific Event.

1.3.2. A “Voucher” means an electronic or printed form of a document issued by BOOM Events for the Organizer's Event which entitles its holder to use selected services offered by the Organizer within a certain limited period of time, in the quantity or for the duration selected when purchasing the Voucher and at the place designated by the Organizer. The specific conditions for the use of the Voucher always form part of the Event description and are stated in the purchased Voucher.

1.3.3. A “Product” means, collectively, a Ticket, a Voucher or another product or service offered by the Organizer to Buyers through the BOOM Events Platform (e.g. a parking ticket or merchandise).

1.3.4. A “User Account” or “Account” means an account created by a user with BOOM Events on the basis of the user's registration. As a rule, each user has only one active Account.

1.3.5. “Workspace” means an account created by the Organizer in which it creates and manages its Events or the sale of Products and in which it may purchase Add-on Services. Each user may be active in one or more Workspaces. Each Workspace has its owner, who is responsible for that Workspace vis-à-vis BOOM Events. The provision of certain services to the Organizer is subject to approval by BOOM Events and to further identification of the Organizer. The scope and availability of the functions associated with the Organizer's Workspace may change over time and may also differ depending on the type of Event organised by the Organizer or the type of Product sold.

1.3.6. A “Buyer” means any person who intends to make use of the possibility of purchasing Tickets, Vouchers or other Products created by the Organizer through the BOOM Events Platform and who, for that purpose, expresses their agreement with the terms and conditions for Buyers.

1.3.7. “Terms and Conditions” means these terms and conditions, which govern the mutual rights and obligations of BOOM Events and the Organizer and the current version of which is published on the BOOM Events website.

SECTION 2 – RIGHTS AND OBLIGATIONS OF THE ORGANIZER

2.1. Conclusion of the contract

2.1.1. The contract between BOOM Events and the Organizer is concluded at the moment the sale of Products created by the Organizer through the BOOM Events Platform commences, provided that BOOM Events does not subsequently terminate the sale on the grounds of a conflict of interests or reasonable suspicion of fraudulent conduct by the Organizer. BOOM Events is entitled to refuse to provide the BOOM Events Platform for the sale of Products where they relate to an Event whose content is incompatible with the business intentions or with the general attitudes and interests of the company, or where there is a reasonable suspicion of fraudulent conduct on the part of the Organizer.

2.1.2. The parties may agree on the provision of services differently from these Terms and Conditions. In such a case, the contractual relationship between BOOM Events and the Organizer is governed primarily by the individual agreement of the parties and, in all other respects, by these Terms and Conditions.

2.1.3. The Organizer is responsible for holding the Event and for any changes to it, and is likewise responsible for notifying the Buyer if the Event does not take place or if it is changed. BOOM Events is in no way liable for the accuracy of information about an Event organised by the Organizer.

2.2. Conditions for the use of the Product sales service

2.2.1. Unless BOOM Events and the Organizer agree otherwise, the Organizer undertakes to ensure that the conditions of sale of Products sold through other sales channels are comparable to the conditions of sale through the BOOM Events Platform. In the event of a failure to comply with this undertaking, BOOM Events may assert against the Organizer a claim for payment of a contractual penalty of CZK 10,000, within the period specified in a written notice from BOOM Events sent to the Organizer at the contact address provided by it. Payment of the contractual penalty under this provision does not extinguish the right of BOOM Events to compensation for any damage incurred which exceeds the amount of the contractual penalty.

2.2.2. Unless the parties agree otherwise, the sale of Products is normally terminated:

- upon the sell-out of all Products designated for sale for the Event through BOOM Events, or
- on the date set in advance by the Organizer in its Workspace, or
- at the latest upon the end of the Event according to the time set in the Workspace.

2.2.3. The Organizer has at its disposal all information on the status of Products sold, including information about Buyers, in its Workspace.

2.2.4. Payments made by Buyers for the Organizer's Products purchased are credited to the bank account of BOOM Events. Settlement of the payments received between BOOM Events and the Organizer is subsequently carried out in accordance with these Terms and Conditions.

2.3. Remuneration for the use of the Product sales service

2.3.1. Unless otherwise agreed between the parties, the Organizer undertakes to pay BOOM Events, for the use of the Product sales service, remuneration in the amount set out in the currently valid price list (hereinafter referred to as the "Price List"), which forms an integral part of these Terms and Conditions (hereinafter referred to as the "Remuneration"). The Remuneration of BOOM Events becomes due upon full payment of the price of the Products by the Buyer. The Organizer hereby expressly agrees that BOOM Events may deduct and retain the Remuneration from the amount paid by the Buyer for the Products and received to the credit of the bank account of BOOM Events. BOOM Events will submit an invoice for the Remuneration in the form of a proper tax document to the Organizer without undue delay after the financial claims between the parties have been settled (after the Event has taken place, including in the case of its change, or after its cancellation).

2.3.2. By concluding this contract, BOOM Events and the Organizer have agreed that the amount corresponding to the Buyers' payments for the Products received by BOOM Events, after deduction of the Remuneration, will be submitted for payment from the bank account of BOOM Events to the Organizer within 5 working days after the Event takes place or after the end of the sale of Products for the Event, whichever occurs later. The amount will be sent to the Organizer to the bank account which the Organizer identifies to BOOM Events in good time for that purpose. Where the Organizer is a VAT payer and provides a bank account which is not registered for the purposes of the register of VAT payers, BOOM Events is entitled to withhold the payment of funds under the preceding sentence until the Organizer confirms to BOOM Events a bank account number which is registered for VAT payment purposes, and BOOM Events will make the payment of the funds intended for the Organizer to that account. In the event of force majeure, BOOM Events is entitled to extend the period stated in the first sentence of this provision up to 30 working days. The parties may derogate from this provision by mutual agreement.

2.3.3. If the parties so agree, BOOM Events will, prior to the Event taking place, pay the Organizer an advance on the performance under Article 2.3.2. of these Terms and Conditions (hereinafter referred to as the "Early Payout") in an amount agreed by the parties. Payment of the Early Payout to the Organizer is a paid service, is not claimable as of right and may be made conditional by BOOM Events upon the provision of security. If the Event for which the Early Payout was paid to the Organizer does not take place or if the Event is changed, the Organizer is obliged to return the entire Early Payout provided to BOOM Events without delay, and no later than within 3 days of the date of the change or cancellation of the Event, to the bank account from which it was provided (unless agreed otherwise). If the Organizer fails to do so in a timely and proper manner, it is obliged to pay BOOM Events a contractual penalty of 0.1 % of the outstanding amount of the Early Payout for each day of delay.

2.3.4. If the Event does not take place (for whatever reason) or if the Event is changed (e.g. a change of the Event date), the parties undertake first to settle any claims asserted by Buyers and only then, depending on their settlement and no later than 2 months from the date on which the Event was originally to take place, will the settlement of payments for the Products and of the Remuneration of BOOM Events be carried out between the parties. Both parties understand that the reason for this arrangement lies in particular in the Organizer's right to change the conditions of the Event at any time or its right to cancel the Event, which subsequently gives rise to Buyers' claims for a refund of the price paid for the Ticket or to other Buyers' claims, which may also be asserted through BOOM Events.

2.3.5. If legitimate claims of Buyers for a refund of the price paid for Tickets for a specific Event of the Organizer under the preceding provision of these Terms and Conditions (Article 2.3.4.) are asserted by Buyers against BOOM Events, BOOM Events is entitled, but not obliged, to handle the Buyer's claim itself, and will notify the Organizer of the handling of the specific Buyer's claim without delay. To handle such a claim, BOOM Events is entitled to use all Buyers' payments received for that specific Event of the Organizer, after deduction of the Remuneration, and where

such payments would not suffice to handle the claim, BOOM Events is entitled also to use payments received in connection with another Event of the same Organizer. For the purposes of this provision, handling a claim means refunding the price of the Ticket to the Buyer. In such a case, BOOM Events is not obliged to remit to the Organizer the Buyers' payments under Article 2.3.2. of these Terms and Conditions up to the amount of the refunded Ticket price.

2.3.6. If a Buyer disputes a payment transaction – the purchase of the Organizer's Product made through the BOOM Events Platform – with their bank, and the bank finds the dispute justified (e.g. because the payment card was stolen or misused) and cancels the payment transaction, as a result of which it debits from the bank account of BOOM Events an amount corresponding to the price of the Organizer's Product, BOOM Events is entitled to claim from the Organizer reimbursement of the amount so debited, including any costs associated with the cancellation of the payment transaction. For these purposes, BOOM Events may use the funds paid by Buyers for Products for the Organizer's Event(s), where they have not yet been remitted to the Organizer. Otherwise, or where such funds are not sufficient, the Organizer is obliged to pay the amount in question to the credit of the bank account of BOOM Events, without undue delay after being requested to do so by BOOM Events.

2.3.7. If an Event organised by the Organizer does not take place, or if the Event is changed, this shall in no way affect the right of BOOM Events to the agreed Remuneration for the use of the Ticket sales service in the amount determined by the actual number of Tickets sold through the BOOM Events Platform.

2.3.8. For the use of the Add-on Services offered by BOOM Events in the Organizer's Workspace, the Organizer pays the remuneration stated for each Add-on Service purchased. The conditions of purchase and payment for the Add-on Services are specified in the separate terms and conditions for those Add-on Services.

2.3.9. The Organizer acknowledges that BOOM Events is entitled to add to the price of the Ticket, Voucher or other Product charged to the Buyer ancillary fees or costs associated with their sale, in particular a service fee for processing the sale of the Products. The service fee belongs to BOOM Events as reimbursement of the costs associated with processing the Buyer's order, issuing the Ticket or Voucher and delivering it to the Buyer. The types and amounts of the fees and costs are set out in the Price List, which forms an integral part of the Terms and Conditions for Buyers. If the Buyer becomes entitled to a refund of the admission price, the fees or costs paid are not refunded.

2.4. Termination of the contract

2.4.1. The contract between the parties is concluded for an indefinite period. Each party is entitled to terminate the contract at any time and without stating reasons, whereby a notice period of 3 working days starts to run on the day the notice is delivered to the other party. The notice period corresponds to the time necessary to arrange the termination of the Product sales service on the part of BOOM Events.

2.4.2. Termination of the contractual relationship between BOOM Events and the Organizer does not extinguish the obligations of the parties which arose prior to the termination of the contractual relationship. In particular, the right of BOOM Events to the Remuneration for Products whose sale took place through the BOOM Events Platform up to the date of termination of the contract is not extinguished.

2.4.3. In the event of termination of the contract, Products sold through the BOOM Events Platform remain valid even after the contract has been terminated.

SECTION 3 – FURTHER RIGHTS AND OBLIGATIONS

3.1. Personal data processing

3.1.1. BOOM Events and the Organizer jointly process the personal data of Buyers for the purpose of selling Tickets, Vouchers or other Products and duly holding the Event. Under Regulation (EU) 2016/679 of the European Parliament

and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the “GDPR”), BOOM Events and the Organizer are joint controllers and fulfil their obligation under Article 26 GDPR. BOOM Events is identified in Article 1.1., paragraph 1 of these Terms and Conditions and the identification of the Organizer is stated in the description of the Event created by the Organizer on the BOOM Events Platform.

3.1.2. The personal data processed are the personal data of Buyers obtained by BOOM Events upon the purchase of Products, specifically first name, surname, e-mail and telephone number, and, where applicable, other data required by the Organizer which are necessary for holding the Event or which it is necessary to verify with the visitor in order to allow their participation in the Event (e.g. age, the first name and surname of a specific person where the Ticket or Voucher is issued to a named person), the IP address of the Buyer's device, and, where applicable, other data provided by the Buyer to the Organizer; where the Buyer has consented to receiving commercial communications, further data may be processed for the purposes of targeting commercial communications, such as personal preferences based on the purchase made (preferences as to the type of event, artist or venue).

3.1.3. The contracting parties process personal data specifically for the following reasons:

- a. performance of obligations under the concluded purchase contract – confirmation of payment for the Product, delivery of the Product, information about any changes to the Event, checking the Ticket or Voucher upon entry to the Event, handling of claims;
- b. improving the quality and scope of services provided to a Buyer who has consented to receiving commercial communications, where the purpose of the processing is offers of Events based on the Buyer's purchase;
- c. the legitimate interest of BOOM Events and the Organizer – handling the Buyer's claims, preventing and detecting possible fraudulent conduct, defence against any claims asserted by the Buyer in connection with the sale of Products, compiling sales statistics and their subsequent evaluation with a view to the optimal configuration of the services provided;
- d. sending commercial communications and newsletters from BOOM Events or the Organizer where the Buyer has given express consent to this – the Buyer may withdraw such consent at any time by the procedure indicated in each commercial communication sent.

3.1.4. For the purpose of generating statistics and overviews (about orders, Buyers and aggregate Event results), BOOM Events uses the Claude service provided by Anthropic Ireland, Limited, with its registered office at South Bank House, Barrow Street, Dublin 4, Ireland, registration number 760497 (hereinafter referred to as “Anthropic”), as its processor. Within this processing, the following categories of data may be transferred to Anthropic: order data (Event, date, value, currency) and identification and contact details of the Buyer (first name, surname, e-mail, telephone number). The processing is carried out on the basis of a data processing agreement concluded with Anthropic, which includes the European Commission's standard contractual clauses as a safeguard for any transfer of personal data outside the European Economic Area. The processing takes place on servers located in the EU/EEA. Anthropic does not use this data to train its models and, as a rule, deletes operational logs within 7 days of processing, unless otherwise agreed between BOOM Events and Anthropic.

3.1.5. BOOM Events is entitled to provide the personal data of Buyers, or of Event visitors (where different from the Buyer), to the Organizer to the extent necessary for the purposes of performing the contract for the sale of the Product and for the purposes of processing on the grounds of its legitimate interest or, with the Buyer's consent, for the purposes of sending news and commercial communications. BOOM Events is further entitled to provide the personal data of Buyers to entities which are entitled by law to request such data.

3.1.6. BOOM Events consistently ensures the technical and organisational security of the protection of all Buyers' personal data obtained in internal systems, by means of electronic security, the granting of access rights, antivirus protection, security backups and the granting of access to the data only to authorised persons.

3.1.7. The Organizer, as well as BOOM Events, undertakes to comply with all standards of technical and organisational security for the protection of the personal data processed, throughout the period during which they

are entitled to process Buyers' personal data. Specifically, both the Organizer and BOOM Events undertake to comply with the following rules:

- a. they ensure electronic security and antivirus protection of all devices through which Buyers' personal data is processed;
- b. individual authorised persons acting for BOOM Events or the Organizer shall not store Buyers' personal data on their own devices or export it from internal systems unless this is strictly necessary for holding the Event;
- c. the personal data processed must never be stored on information carriers which may be accessible to third parties;
- d. the personal data processed must not be provided or otherwise made accessible to third parties, with the exception of the use of third-party tools which serve to process personal data;
- e. all persons who come into contact with the personal data processed must always be duly instructed and bound by confidentiality (which continues even after the end of the activity performed for BOOM Events or the Organizer);
- f. access to devices and storage on which personal data is processed must be protected by a password;
- g. access rights to the device and storage containing Buyers' personal data shall be granted only to employees of BOOM Events or the Organizer whose job position requires it and who have been trained in personal data processing. Those employees shall have access only to personal data corresponding to their authorisation;
- h. BOOM Events and the Organizer follow their own internal regulations governing organisational and technical measures and procedures and the related obligations of the employees of BOOM Events and the Organizer, the purpose of which is to ensure the security of the personal data processed.

3.1.8. The Organizer is not entitled to process Buyers' personal data for purposes other than the sale of Tickets, Vouchers or other Products, the due holding of the Event, the handling of any Buyer's claim or the exercise of the Organizer's legitimate interests. Where the Buyer has given express consent, the Organizer is entitled to process Buyers' personal data for the purpose of sending commercial communications and newsletters. For the purposes of sending commercial offers, BOOM Events and the Organizer are not joint controllers within the meaning of Article 26 GDPR and the processing of Buyers' personal data takes place at the Organizer's own responsibility.

3.1.9. BOOM Events and the Organizer fully respect the Buyer's rights under the GDPR:

- Right of access to data – to the extent guaranteed by data protection legislation, the Buyer may request access to their personal data – information as to whether BOOM Events or the Organizer works with it, with which specific data and how it works with it;
- Right to rectification – the Buyer may request the correction of inaccurate data or the completion of incomplete data, or the provision of additional consent;
- Right to restriction of processing – under the statutory conditions, the data will not be erased, but BOOM Events/the Organizer will not process it further (for example, in a situation where a legitimate interest in the processing overriding the request for erasure of the personal data is being assessed);
- Right to erasure – whenever the statutory conditions are met (for example, upon withdrawal of consent to the processing of personal data, where the processing of the personal data is no longer necessary, where the legitimate interest in the processing has ceased to exist, and the like);
- Right to object to processing – the right to object to the existence of a ground for specific processing of personal data (the objection must be specified);
- Right to data portability – the right to request BOOM Events or the Organizer, as controllers of personal data, to transfer that personal data to another controller, where technically feasible.

3.1.10. BOOM Events and the Organizer are obliged to adopt measures to prevent unauthorised or accidental access to Buyers' personal data, its alteration, destruction or loss, unauthorised transfers, any other unauthorised processing of it, as well as any other misuse of personal data. This obligation applies even after the processing of

personal data has ended. The parties undertake to notify each other without delay of all cases of accidental or unauthorised access to Buyers' personal data.

3.1.11. BOOM Events and the Organizer are jointly and severally liable to the data subjects concerned for breaches of obligations in the processing of personal data. The liability of BOOM Events and the Organizer towards the Office for Personal Data Protection for administrative offences in the processing of personal data is governed by the relevant provisions of the GDPR. The Organizer is fully liable to BOOM Events for any damage incurred by BOOM Events as a result of any breach by the Organizer of its obligations relating to the processing of Buyers' personal data laid down by the GDPR.

3.1.12. BOOM Events and the Organizer retain Buyers' personal data only until the Event takes place, or until the settlement of the Buyer's claims arising from participation in the Event, or for a longer period where required by law or necessary on the grounds of the legitimate interest of BOOM Events or the Organizer, e.g. for the purposes of handling or asserting the claims of those entities. Once the legal ground for the processing ceases to exist, BOOM Events and the Organizer shall erase the relevant personal data. If the Buyer grants consent to the processing of personal data for a purpose other than performance of the contract (e.g. for sending commercial communications or newsletters), BOOM Events processes the personal data until the consent is withdrawn, but for a maximum of 5 years.

3.1.13. After the end of the cooperation with BOOM Events, the Organizer is obliged to cease processing all personal data of Buyers to which it has or had access through the Workspace in connection with the sale of Products and the due realisation of the Event, and which it no longer needs for that purpose.

3.1.14. The legal relations of the parties concerning the processing of personal data which are not regulated in this part of the Terms and Conditions are governed by the relevant provisions of the GDPR and other relevant legislation of the Czech Republic.

3.2. Other rights and obligations

3.2.1. All information communicated between BOOM Events and the Organizer, together with all arrangements of the parties within the contractual relationship concerning the use of the BOOM Events Platform, are considered confidential by the parties and are therefore subject to trade secrecy. In the event of a breach of the duty of confidentiality by the Organizer, BOOM Events is entitled to payment of a contractual penalty of CZK 30,000 for each individual breach of that duty.

3.2.2. By agreeing to these Terms and Conditions, the Organizer confirms that it is fully liable to Buyers for any harm which may be incurred by them in connection with holding the Event, and also in connection with any change to the Event, its cancellation or the invalidation of Tickets or Vouchers purchased by Buyers.

3.2.3. For the avoidance of doubt, the parties confirm that no obligation is a fixed-date obligation within the meaning of Section 1980 of Act No. 89/2012 Coll., the Civil Code.

3.3. Final provisions

3.3.1. BOOM Events may at any time, including unilaterally, amend these Terms and Conditions; BOOM Events will notify Organizers of the change and of its effective date in the Workspace or, where applicable, by e-mail. The change takes effect on the date stated in the relevant notice of the change to the Terms and Conditions. The change does not apply to Products already sold for an Event.

3.3.2. All legal relations arising on the basis of or in connection with these Terms and Conditions, or arising on the basis of or in connection with the terms and conditions for the Add-on Services, are governed by the law of the Czech Republic, regardless of where the Organizer has its registered office.

3.3.3. If any provision of the Terms and Conditions is or becomes invalid or ineffective, such invalid provision shall be replaced by a provision whose meaning comes as close as possible to the economic purpose of the invalid or

ineffective provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the remaining provisions. The invalidity or ineffectiveness of a provision solely in relation to a particular entity or a particular group of entities shall not affect the validity and effectiveness of those provisions vis-à-vis other entities.

3.3.4. All notices between the parties are made by way of a notice in the Organizer's Workspace, by e-mail or, where applicable, by telephone (using the contact details communicated to the other party).

3.3.5. The contracting parties hereby exclude the application of the following provisions of Act No. 89/2012 Coll., the Civil Code: Section 557, Section 1799 and Section 1800 (where the contractual relationship is between BOOM Events and an entrepreneur), Section 1805(2) and Section 1936(1).

These Terms and Conditions come into force and take effect on 15 September 2026.

This document is a translation of the Czech original. In the event of any discrepancy, the Czech version prevails.