

# VIVATICKET

## GENERAL TERMS OF USE FOR THE VIVATICKET SERVICE

VIVATICKET is the Italian leader provider of both on and offline booking and pre-sale ticketing systems for performances, exhibitions, concerts and other cultural and sports events (subsequently Vivaticket Service).

Vivaticket Service is provided by VIVATICKET S.p.A. sole shareholder, seat in Via Antonio Canova 16/20 40138 Bologna, C.F.- P.I.- R.I. 02011381205 - R.E.A. BO 405904 (subsequently Vivaticket Service Provider).

The following gathers all of the general terms of use for the Vivaticket Service, which you will mandatorily need to approve in order to fully take advantage of the service itself.

### GENERAL TERMS OF USE FOR THE VIVATICKET SERVICE

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#### 1. VIVATICKET SERVICE AIM

1. Vivaticket Service consists in the Vivaticket Service Provider supplying booking and pre-sale services for music, sports, theatrical, cultural and entertainment event tickets. These events are to be generally arranged and scheduled by third parties and not by the Vivaticket Service Promoter (subsequently the Promoters).
2. By providing the Vivaticket Service, the Vivaticket Service Provider ACTS FOR the Promoters and HAS NO RESPONSIBILITY for managing and promoting the events published on the Vivaticket Service. Please notice that the events published on the Vivaticket Service might be subject to changes independently from the knowledge of the Vivaticket Service Provider which is only running periodical checks for information upgrading on the Promoters direct demand.
3. The Vivaticket Service Promoter can therefore not be held responsible for any programme variation occurred on the events published on the Vivaticket Service. Hence, it is strongly recommended to ALWAYS AND CONSTANTLY check the event programmes on the official sites of the Promoters.
4. The Vivaticket Service Provider can as well be held responsible neither for inconvenience, hardship or inefficiency suffered by the Vivaticket Service user for deeds chargeable to the Promoters, nor for any cancellation or postponement of an event for which the tickets were supplied by the Vivaticket Service; in this case, the Promoters themselves are in charge for the refund of the ticket fares, and the Vivaticket Service Provider has the right to keep the sales commission fares from the total price.

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5. The Vivaticket Service Provider will not replace the user's admission tickets for his/her selected performances, in case these be lost, damaged, wasted or stolen.

## 2. BOOKING VALIDITY


1. The Vivaticket Service allows the user not to pay immediately for the selected admission tickets, hence the user has a limited time range (subsequently called "Reservation Term").
2. The Reservation Term is clearly shown on the Cart summary page by the time clock icon, which shows the right time limit within Customer could pay for the admission tickets.

### My cart

**52:56**

Time left to complete the purchase.

Payment must be carried out before 17:43 Italian time, on 20-12-2018, else your reservation will be cancelled.

PICASSO METAMORFOSI		Thursday 31 January 2019 21:10
Palazzo Reale - Primo Piano - MILANO (MI)		
Del.	Description	Price (**)
<input type="checkbox"/>	Ingresso (INTERO)	€ 16,00
<input type="checkbox"/>	Ingresso (INTERO)	€ 16,00
Service Fees		€ 0,00
<b>Total amount 2 tickets</b>		<b>€ 32,00</b>
Ticket collection:		
 Print your admission ticket (in pdf format) and bring it with you to enter the event		

(\*\*) iva inclusa

## 3. BOOKING DELETION FOR TRANSACTION SETTLEMENT FAILURE

1. If the PAYMENT process is NOT CARRIED OUT within the Reservation Term, all of the related bookings will be cancelled and assigned seats will automatically get back onto the sale system.
2. Please notice that, due to different terms of agreements undergoing between the Vivaticket Service Provider and the Promoters, these are entitled to THE RIGHT OF DISCRETIONARILY WITHDRAWING FROM THE SALE SYSTEM ANY AVAILABLE SEATS FOR ANY PUBLISHED EVENT, AT ANY TIME. In this case, when the user has not yet completed the payment process for his reservation which should still be considered as valid according to the present terms of use for the Vivaticket Service - the Reservation Term having not yet expired - the user will be able neither to retrieve the reservation, even if valid, nor to carry out the payment process, and Vivaticket Service Provider will not be able to issue any admission ticket and will not hold any responsibility for that.

## 4. PURCHASINGS BY JUVENILES

system does not allow any user of age below 18 years old to carry out any on-line purchasing operation.

## 5. PURCHASE CONFIRMATION

1. When the payment is properly carried out, the system will show the on-line receipt stating "Payment Confirmed. Transaction Completed" which is a confirmation of the user's purchase.

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2. The user will anyway receive a confirmation e-mail message within half an hour from the successful payment process, summarizing the assigned seats (when available) and total price of the purchase, and ticket collection methods. The Vivaticket Service Provider cannot be held responsible for a missing delivery of the confirmation e-mail message in the above terms, for in case the user provided wrong or invalid details in the on-line personal details form this will prevent the message from being delivered.
3. The user will be able to print his purchase receipt at any time through the [View Receipt](#) tool, by providing his transaction code.

## 6. PAYMENT METHODS

1. Payment methods available for tickets related to events published on the Vivaticket Service is written both on the sales page of every Promoter and on the payment process page.
2. For every event published on the Vivaticket Service, eligible payment methods for related transactions are on-line via MASTERCARD, DINERS, VISA and Moneta OnLine credit cards.
3. Please notice that the user has 4 payment attempts for every transaction code. Once these 4 attempts are unsuccessfully used, it won't be possible to retrieve this transaction anymore. In this case please refer to the [Help and Assistance form](#).

## 7. SECURITY

To grant you the utmost security, all of the Vivaticket online purchase transactions are carried out using a secure server, with GoDaddy certification, which adopts the SSL (Secure Socket Layer) protection system according to which the Vivaticket Service Provider WILL NEVER KNOW any credit card detail the user will provide. Once the transaction is successfully carried out the Vivaticket Service Provider receives a receipt number from the acquirer.

## 8. COLLECTION AND DELIVERY METHODS

In case of online purchase, the customer can chose among:

delivery at home at the customer's expense

ticket collection at the box office by the event venue; customers must show up at the Box office from an hour before the performance starts with either the payment receipt or the transaction code number and an identity document.

depending on the event, it could be possible to print the the admission ticket at the customer's home (PRINT@HOME).

1. When the shipping at home is requested, the delivery will be made by courier within a few days from the date of purchase.
2. When customers are required to print their tickets at home or to show digital vouchers, the user is supposed to follow all the steps in the purchase process shown on Vivaticket.it.

## 9. PURCHASE CANCELLATION PROHIBITION AND EXCLUSION OF THE RIGHT OF WITHDRAWAL

1. According to art. 55 paragraph 1 b), the Executive Order October 6th 2005 n. 206 (the so-called "Consumer Code") DOES NOT PROVIDE FOR THE RIGHT OF WITHDRAWAL related to articles 64 and ss. of the Consumer Code itself.
2. By accepting the present general terms of use of the Vivaticket Service and carrying out the Cart process and its payment, the user explicitly recognizes, agrees and accepts that, being the Vivaticket Service a ticket pre-sale service for published events only, and the Vivaticket Service Provider running it for Providers only, the Vivaticket Service

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Provider IS AUTHORIZED NEITHER TO REFUND NOR TO CHANGE ADMISSION TICKETS PURCHASED and in case the Promoters should CANCEL OR POSTPONE AN EVENT, THE USER WILL HAVE TO TURN TO THE PROMOTERS THEMSELVES TO ASK FOR A TICKET REFUND for admissions purchased through the Vivaticket Service; the Vivaticket Service Provider has however the right to keep its pre-sale commission fares.

## 10. ACCESSING THE VIVATICKET SERVICE

1. In order to access the Vivaticket Service the user must (a) accept the whole present general terms of use for the Vivaticket Service, and (b) fill in the on-line user personal details form, giving the authorization for the Vivaticket Service provided to use them in accordance with its [Privacy Policy](#) available on the [www.vivaticket.it](http://www.vivaticket.it) site. By accepting the present general terms of use for the Vivaticket Service the user agrees to constantly update his registration details and grants their validity, truthfulness, accuracy and that they are not violating any third party rights.
2. SHOULD ANY OF THE FIELDS OF THE ON-LINE USER PERSONAL DETAILS FORM POINTED OUT AS MANDATORY NOT FILLED IN, THE USER WILL NOT BE ABLE TO USE THE VIVATICKET SERVICE.
3. The Vivaticket Service Provider reserves to grant the access to the Vivaticket Service exclusively to users who previously successfully completed a reservation process to the [www.vivaticket.it](http://www.vivaticket.it) at any time. In this case, once the registration process is completed, the user will receive an identification code ("Login") and a personal access password ("Password"). Login and Password are strictly confidential, their use is restricted to one terminal at a time and they can be neither transferred nor given to third parties. The user will be solely responsible of all of the operations made with his Login and Password, hence the user is to keep these details from any third parties giving an immediate communication to the Vivaticket Service Provider in case of these are used with no authorization from the user himself. Every user will be considered solely responsible of all of the operations made with his Login and Password, and the Vivaticket Service Provider cannot be held responsible for any illegitimate actions performed with any Login and Password by either users or any third parties.
4. The Vivaticket Service Provider also reserves the right to forbid the access to the Vivaticket Service to users, as well as to disable a user's Login and Password immediately and with no forewarning in case there is a substantial violation of the dispositions explained in the present general terms of use for the Vivaticket Service; in details, whenever (a) the user details are not updated; (b) there are evidences of responsibility for illegitimate actions performed with a user's Login and Password; or (c) any warped or illicit use of the Vivaticket Service.

## 11. COMPLAINTS

For any comment or complaint related to the Vivaticket Service, please refer to the the [Help and Assistance form](#). All requests will receive an answer within approximately 24 hours from their arrival, the service operates from Monday to Friday from 9 am to 6 pm.

Your comments are always very useful as they provide valuable feedback and allow us to offer a service which is increasingly in touch with your needs.

## 12. LINKS TO EXTERNAL SITES

About any possible links other than [www.vivaticket.it](http://www.vivaticket.it) and [www.vivaticket.com](http://www.vivaticket.com) found within this site Web pages:

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- VIVATICKET cannot be held responsible in any way for the opinions and content expressed in these sites.
- These sites can be modified, moved or removed by their lawful owners without giving VIVATICKET any warning.

## **LIMITATION OF RESPONSIBILITIES AND RIGHTS OF VIVATICKET**

0. VIVATICKET is not taking any responsibility for direct or circumstantial damages of any kind, suffered in relation to its provided services, but the ones directly and solely ascribable to VIVATICKET
1. VIVATICKET is reserving the right to withdraw, change, suspend or interrupt any task or service related to the Vivaticket Service for technical maintenances or logistics.

## **LAWS IMPOSED AND COURT OF JURISDICTION**

0. Any dispute regarding on-line purchases made by a consumer using site [www.vivaticket.it](http://www.vivaticket.it) is under the jurisdiction of the judge of the customer's place of residence or domicile of choice.
1. For any other case in which the Vivaticket Service user is not to be considered a consumer, any dispute regarding validity, interpretation, execution and/or resolution of legally relevant acts related to the use of the Vivaticket Service goes under the exclusive competence of the Milan Court of Justice.

According and relating to articles 1341 and 1342 c.c. you are explicitly accepting the following clauses: **1.3** (VIVATICKET not being responsible for variation or cancellation of events); **1.4** (VIVATICKET not being responsible for damages occurred to the user due to event cancellation, and right of VIVATICKET to keep the commission fares); **1.5** (the company not delivering any substitute admission tickets in case of original ticket being stolen, damaged, destroyed); **2.3** (Reservation Term length); **3.2** (being right of the Promoters to withdraw availabilities for an event, VIVATICKET being not responsible for such action); **5.2** (VIVATICKET not being responsible for a missing confirmation e-mail delivery due to a wrong detail submission by the user); **8** (VIVATICKET not being responsible for missing mail delivery of tickets purchased, for wrong detail submission by the user); **9.2** (VIVATICKET not being responsible for ticket refunds in case of cancelled or postponed events, the Promoters themselves being in charge for the refunds to the users); **10.1** (the user must keep his personal details up-to-date and grant for their validity); **10.3** (user duties related to Login and Password); **10.4** (right of VIVATICKET to inhibit the access to the Vivaticket Service for illegitimate use of Login and Password); **14.2** (exclusive jurisdiction Court for non-consumer users).

## **DATE OF LAST UPDATE**

The present General Terms of use for the Vivaticket service was last amended on 2nd July, 2018.