

General Terms and Conditions of Avalon Concierge Service Limited for the sale of tickets and the provision of travel services

For ticket sales and travel arrangements by Avalon Concierge Service Limited, 8/F China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong SAR, Company Reg. No. 773-10-206-00-11-24-A (hereinafter referred to as "Company"), the following General Terms and Conditions apply:

01 Scope of application

These General Terms and Conditions apply to all services provided by the Company in connection with the reservation, sale and delivery of tickets (hereinafter referred to as "Tickets"). They apply to the entire online offer at www.avalon-concierge-hongkong.com as well as to all written or telephone ticket orders at the Company.

By registering the customer on the company's website or carrying out an ordering process in writing or by telephone, the customer acknowledges the validity of these General Terms and Conditions.

The terms and conditions also apply to all future ticket orders of the customer at the company.

These General Terms and Conditions apply exclusively. Deviating, opposing or supplementary general terms and conditions of the customer only become part of the contract to the extent that the company has expressly approved them.

02 Contractual relations, ticket prices

The Company is not itself the organizer of the events that are the subject of the tickets. By purchasing the tickets, contractual relationships with regard to the event visit are established exclusively between the respective customers and the organizer. If a ticket also entitles you to use it as a public transport ticket, there is a separate contractual relationship between the customer and the public transport company, which is merely mediated by the company and to which the provisions of the company belonging to public transport apply.

The ticket price charged by the company to the customer is based on the organizer's basic price (price printed on the ticket) plus a mediation fee. Since the company does not always receive the tickets directly from the organizer, but also purchases them through its international partner network, the ticket price to be paid can be significantly higher than the amount printed on the ticket by the organizer, especially for very attractive and coveted events.

The prices of the tickets indicated by the Company to the Customer include the pre-sale fees, system fees, the price printed on the ticket as well as any applicable VAT or other applicable taxes. The customer is not entitled to information to the company regarding the price at which the company purchased the ticket.

03 Contract conclusion

All information on tickets and prices contained on the website at www.avalon-concierge-hongkong.com and in catalogues, advertisements and advertisements of the Company is only an invitatio ad offerendum. With his order, the customer makes a binding offer to conclude a purchase contract for the tickets selected by him and mentioned in the order. The customer can place orders in writing by e-mail, fax or letter.

Upon receipt of an order or booking request, the Company checks the availability of the desired tickets, ticket categories and/or other services. The customer's order constitutes a binding offer to conclude a contract. The contract is concluded as soon as the Company expressly confirms the order or booking, issues an invoice or order confirmation, accepts full or partial payment from the customer, or begins to render the agreed service. Communication and confirmation may take place in particular by e-mail, electronic messaging service, payment link, booking or payment system or via any other electronic means of communication used between the parties.

If the ordered number of tickets in the price category ordered by the customer is no longer available, the customer can either accept an alternative offer from the company or withdraw from his order.

The company offers tickets only by available categories. Orders for certain rows and seats within a category by the customer are not bindingly possible.

The General Terms and Conditions of Avalon Concierge Service Limited applicable from time to time are viewable and accessible to the customer on the Company's official website at www.avalon-concierge-hongkong.com. The customer has the opportunity to view and take note of the General Terms and Conditions before giving his binding confirmation and before making full or partial payment.

By expressly confirming an order and/or by making full or partial payment of the agreed invoice amount, the customer confirms that he has been given the opportunity to view the General Terms and Conditions and that he accepts their applicability to the order in question and to the contractual relationship arising from it.

This applies regardless of whether payment is made by bank transfer, credit or debit card, payment link, electronic payment service, digital means of payment or any other payment method accepted by the Company, provided that the inclusion of the General Terms and Conditions is permissible under the applicable law.

04 Delivery and shipping costs

The tickets are usually first handed over to the customer or – at the choice of the company – deposited at the box office or delivered to the customer after the tickets have been paid in full by the customer, but in no case before the tickets have been handed over by the organizer or agent to the company. If, exceptionally, the tickets are delivered before full payment by the customer, the tickets remain the property of the company until full payment.

The company alone decides which shipping company is commissioned. The shipping costs will be charged in addition to the ticket prices mentioned in Section 2. The company charges a shipping and processing fee of EUR 15.00 plus any applicable taxes for deliveries within the Federal

Republic of Germany. For deliveries outside the Federal Republic of Germany, the company may charge higher shipping costs.

Change of performance: Should certain tickets or accesses no longer be available due to unforeseeable circumstances, the Company reserves the right to provide equivalent or better tickets as a replacement service. If a poor quality is delivered, the difference to the original printed price will be refunded. Decisive for the evaluation of tickets is the printed card original price. A further cancellation claim or a further price reduction is excluded, as far as legally permissible.

The delivery of tickets by the Company may take place at the latest on the day of the event up to three (3) hours before the start of the event.

05 Cancellation and ticket exchange

A cancellation, exchange or return of cards ordered by the customer to the company or with the company is not possible, unless mandatory legal provisions provide otherwise.

Tickets lost or destroyed by the customer will not be replaced. The purchase price for the customer lost or destroyed tickets will not be refunded by the company.

06 Event implementation, event cancellation, rescheduling, change of appointments, insolvency of the organizer, force majeure

The company is not liable for the implementation, procedure, content and quality of the respective event. The Company also assumes no guarantee as to the accuracy and completeness of the information provided on the website www.avalon-concierge-hongkong.com for the event on the initiative of third parties.

In case of relocation of events, the organizer is entitled to declare the validity of the original tickets of the relocated event for the new relocated date of the event. A return of the tickets to the intermediary or a return of the ticket purchase as a result of the transfer is not possible in these cases. The company is not a direct contractual partner of the organizer.

In the event of cancellation of events or events not carried out for other reasons, any claims of the customer against the respective organizer exist in principle. The company is not obliged to refund the fees and sums of money received for its own intermediation and services to the customer and is not liable for changes at events, as permitted by law. Whether and to what extent the customer has claims against the organizer depends on the contractual agreements between the customer and the organizer as well as the applicable law.

In the event of cancellation of the event, the Company shall not be obliged to refund the fees and the amount of money received for its own services, as permitted by law. Claims of the customer against the respective organizer depend on the legal relationship existing between the customer and the organizer. In particular, the company assumes no liability for an insolvency or other insolvency of the organizer, as far as legally permissible.

Hygienic measures and country-specific regulations: All ticket holders are required to comply with all sanitary, health, regulatory and event-related regulations in force at the time of the event that are necessary for access to the venue. In addition, ticket holders are required to comply with the applicable entry, stay, visa, health and other regulatory regulations of the country where the event takes place. If a Ticket Holder violates such policies, regulations or regulations and is therefore denied access, the Company shall not be liable for this. A claim for a refund to the company does not exist in this case, to the extent permitted by law.

Events can be cancelled, cancelled, interrupted or postponed. The customer is therefore obliged to inform himself in good time before his arrival whether the event takes place as planned.

If an event is cancelled, cancelled, interrupted or postponed due to force majeure (as defined below), or if the approval process of special tickets or entrances is cancelled due to force majeure, the liability of the Company shall be limited to the extent permitted by law to the refund of the price printed on the ticket. Personal arrangements made by the ticket holder or his guests, including travel to the event and accommodation on the occasion of the event, are made at the customer's own expense and risk. The Company shall not reimburse any expenses incurred for this purpose, to the extent permitted by law.

Force majeure occurs when an event is outside the control of Avalon Concierge Service Limited. For example, there is force majeure in war, civil war, war-like events, acts of terrorism, political unrest and/or use of chemical, biological or biochemical substances and/or nuclear energy. Force majeure is also present in the case of pandemics, epidemics, epidemics or similar diseases and/or in the case of natural disasters such as storms, hurricanes, earthquakes or floods and their consequences.

Furthermore, there is force majeure in particular if state, official or other public law interventions and measures such as orders, general orders or comparable measures are not attributable to Avalon Concierge Service Limited, or if official information is provided or other relevant information prevents the performance of the event or the approval process of the tickets and these circumstances have not yet existed with effect for the event date at the time of the sale of the ticket.

Force majeure is to be assumed both if a corresponding event has already occurred and if such an event is imminently likely to occur after a reasonable assessment in relation to the date of the event. Avalon Concierge Service Limited shall assess whether such an event has occurred or is imminent, taking into account a reasonable examination and consideration period after the event has become known and taking due account of the interests of ticket holders.

07 Cancellation of the traveller / Cancellation costs / Hotel

(1) The traveller may withdraw from the trip at any time before the start of the trip. The withdrawal must be declared to Avalon Concierge Service Limited by e-mail or letter.

(2) If the traveller withdraws before the start of the journey or does not commence the journey, Avalon Concierge Service Limited shall lose the right to the travel price insofar as this is provided for by the applicable law. Instead, insofar as it is not responsible for the withdrawal and insofar as is legally permissible, the Company may request appropriate compensation for the travel arrangements made up to the withdrawal and its expenses depending on the respective

travel price.

The compensation shall be calculated after the date of receipt of the traveller's cancellation as follows:

Air travel

Until 31 day before departure: 25 %

From the 30th day before departure: 40%

From the 24th day before departure: 50%

From the 17th day before departure: 60%

From the 10th day before departure: 80%

From the 3rd day before departure to the day of departure or in case of non-start of the trip: 90% of the total travel price

Event travel, incentive travel and hotel bookings

Up to 43 days before departure: 20%

From 42 to 30 days before departure: 40%

From 29 to 22 days before departure: 60%

From 21 to 10 days before departure: 80%

From the 9th day before departure: 90%

From the 3rd day before departure or in case of no-show until the date of departure: 95% of the total travel price

(3) In any case, the Passenger shall remain free to prove to Avalon Concierge Service Limited that it has not incurred any damage or substantially less damage than the lump sum requested by the Company.

The Company reserves the right to demand a higher, concrete compensation in deviation from the above lump sums, as far as this is legally permissible. In this case, the company is obliged to quantify and document the compensation requested, taking into account the expenses saved and any other use of the travel services.

08 Choice of law

The Company and the Client agree – to the extent permitted by law – the application of the law of the Hong Kong Special Administrative Region (Hong Kong SAR).

Insofar as mandatory statutory provisions, in particular mandatory consumer protection regulations, cannot be excluded or limited by a choice of law on the basis of the law applicable to the respective contract, these remain unaffected.

09 Salvation clause

Should individual provisions of the contract or these General Terms and Conditions be or become ineffective or unenforceable, the validity of the other provisions shall remain unaffected, insofar as this is permissible under the applicable law.

Where permissible, the ineffective or unenforceable provision shall be replaced by an effective provision which is as close as possible to the economic purpose pursued by the original provision. The same applies in the event of a regulatory gap.

10 Data protection

By submitting the order, the customer agrees that the personal data provided during the order will be processed and stored by the company for the purpose of the proper processing of the order and the contracts concluded to this extent, insofar as this is permitted under the applicable data protection regulations.

The company is entitled to pass on this data to partner companies and service providers, as far as this is necessary for the contract processing – in particular the payment processing, procurement, organization and dispatch. the electronic transmission of tickets or travel documents – necessary and permitted by law.

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Company Reg. No. 773-10-206-00-11-24-A
Email: booking@avalon-concierge-hongkong.com
Web: www.avalon-concierge-hongkong.com

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