

California Event Ticket Terms

Terms for tickets to events located in California

Effective date: August 20, 2026

1. Scope and priority

These California Event Ticket Terms ("California Ticket Terms") apply to the purchase, transfer and use of tickets for any event physically located in the State of California that is listed on the Upfan website or mobile application (each, a "California Event"). The applicable Event page and checkout identify the specific California Event, Organizer, Venue, prices, support contacts and Event/Venue Rules, and those event-specific disclosures are incorporated into these California Ticket Terms. These California Ticket Terms supplement the general Upfan Terms. If they conflict with the general Upfan Terms, an Event page, an Organizer policy or Venue Rules, these California Ticket Terms control for the California Event, except that mandatory applicable law always controls.

2. Parties and roles

"Organizer" means the legal entity identified as the "Seller and Event Organizer" on the applicable Event page, checkout and purchase confirmation. The Organizer operates, promotes or is otherwise responsible for the California Event and is the seller of the Tickets. The Organizer's legal name, permanent business address and support contact must be displayed before purchase.

"Upfan" means Upfan, s. r. o., Karpatské námestie 10A, 831 06 Bratislava - Rača, Slovak Republic, Company ID 56 322 551. Upfan operates the ticketing platform and collects Ticket payments as the Organizer's authorized limited payment collection agent.

"Venue" means the venue and address identified on the applicable Event page and Ticket.

"Ticket" means the electronic admission credential issued through Upfan for the California Event or a specified session of the California Event.

The contract for admission to and delivery of the California Event is between the purchaser and the Organizer. Upfan is not the organizer, promoter, owner or operator of the California Event or Venue.

3. Eligibility and accounts

- You must be at least 18 years old to create an Upfan account or purchase a Ticket.
- A parent or legal guardian may purchase and hold a Ticket for a minor and is responsible for the minor's compliance with these California Ticket Terms and the Venue Rules.
- You must provide accurate information and keep your account and login credentials secure.
- You may not create accounts or use automated tools to evade purchase limits, manipulate availability or interfere with the ticketing process.

4. Ticket prices, charges and payment

The Organizer sets Ticket prices. The first price advertised, displayed or offered by Upfan includes all mandatory seller, ticketing and service charges that the purchaser must pay, other than government-imposed taxes or fees and optional products or services that may lawfully be shown separately. Any mandatory ticketing or service fee charged to the purchaser is included in the displayed all-in price and itemized before payment. If the applicable Event page states that the Organizer bears the Upfan fee, the purchaser-facing ticketing fee is \$0.00.

- Before payment, Upfan will display the final amount to be charged, including any applicable government taxes or fees and any optional items selected by the purchaser.
- Payments are processed through the payment provider identified in the Upfan Privacy Policy, California Privacy Notice or checkout, currently Revolut unless another provider is disclosed. Where stated at checkout, Upfan collects the payment on behalf of the Organizer as the Organizer's authorized payment collection agent.
- The purchaser's card statement may show a descriptor associated with Upfan, the Organizer or the applicable payment provider. The descriptor applicable to the transaction should be displayed at checkout or in the purchase confirmation where available.
- A Ticket is issued only after successful payment authorization.

5. Ticket delivery and use

- Tickets are delivered electronically to the purchaser's Upfan account and may also be accessible through the Upfan mobile application.
- A purchase confirmation or receipt is not the admission Ticket unless it expressly states otherwise.
- Tickets may use a dynamic or encrypted QR code. Screenshots, copied QR codes and unauthorized reproductions may not work and may be rejected.
- A Ticket is valid only for the Event, date, session, category and seat or admission area stated on the Ticket.
- Unless the Organizer expressly permits re-entry, a Ticket becomes invalid after it is scanned and the holder leaves the Venue.
- The purchaser must promptly check the Event, date, session, ticket category, quantity and seat information after purchase and contact support if any information appears incorrect.

6. Seating and ticket location disclosure

Before purchase, Upfan will identify the seat or admission location by a description or seating map.

Reserved-seat Tickets should show the applicable section, row and seat. General-admission or standing Tickets do not guarantee a specific seat or viewing position. Sight lines, temporary structures and Venue configurations may affect the view.

7. Transfers and resale

A Ticket may be transferred without payment to another person only through the official Upfan transfer function, where that function is enabled by the Organizer. A valid transfer may require the recipient to create an Upfan account. The original Ticket may be deactivated when the transfer is completed.

Tickets may not be sold, offered for resale, auctioned, bundled with unauthorized goods or services, or used for commercial promotions without the Organizer's prior written approval. Upfan or the Organizer may suspend or cancel a Ticket reasonably believed to involve fraud, duplication, unauthorized commercial resale or evasion of purchase limits, subject to applicable law and any mandatory refund rights.

8. Event changes

- Event schedules, participants, performers, teams, speakers, sessions, program order, locations within the Venue and start times may change. A participant withdrawal or substitution, program or schedule adjustment, or delay within the same ticketed day does not automatically create a refund right unless applicable law provides otherwise.
- The Organizer may make reasonable operational, security and scheduling changes, but may not use these rights to avoid mandatory California refund obligations.
- The Organizer and Upfan will use reasonable efforts to notify purchasers of material changes using the contact information linked to their Upfan accounts.

9. Cancellation, postponement and rescheduling

The following rights apply notwithstanding any conflicting "no refund" statement in an Event page or Venue policy:

- **Canceled Event.** If the ticketed Event or session is canceled, the Ticket price will be fully refunded by the ticket seller within 30 calendar days after cancellation.
- **Postponed, rescheduled or replaced Event.** If the ticketed Event or session is postponed, rescheduled, or replaced with another event at the same date and time, the purchaser may request a full refund. The refund will be completed within 30 calendar days after the refund request.
- **Same-day delay.** A temporary weather, safety, technical or operational delay, suspension or schedule adjustment on the same calendar date is not by itself a cancellation or rescheduling. If the ticketed Event or session is moved to a different calendar date, the rescheduling rule above applies.
- **Alternative admission.** The Organizer may offer admission to a replacement date, replacement session or another admission benefit. The purchaser may accept the alternative or request the refund available under applicable law. A Ticket that is used for the alternative date or benefit is not also eligible for a refund.
- **Other expenses.** To the maximum extent permitted by law, refunds are limited to the amount paid for the affected Ticket and do not include travel, accommodation, parking, food or other consequential expenses.

10. Refund requests

Refund requests may be submitted to info@upfan.io or to the Organizer support contact shown on the applicable Event page and purchase confirmation. Please include the order number, purchaser email, affected Ticket and reason for the request. Refunds are normally returned to the original payment method. Upfan may process an approved or legally required refund while it controls the relevant funds; the Organizer remains responsible for ensuring that legally required refunds are completed.

Except for cancellation, postponement, rescheduling, replacement, a defective Ticket, or another right required by law, Ticket purchases are final. A purchaser is not entitled to a refund solely because the

purchaser or Ticket holder cannot attend.

11. Venue and Event Rules

Attendance is subject to the Event and Venue Rules linked on the applicable Event page and at checkout. Those rules may address security screening, bag limits, prohibited items, food and beverages, photography, parking, conduct, re-entry and removal from the Venue.

- All bags and persons may be subject to lawful security screening.
- The Event or Venue Rules may prohibit weapons, drones, noisemakers, hard coolers, glass or metal containers, unauthorized professional photo or video equipment, or other items identified for the applicable Event.
- A person who violates law, creates a safety risk, interferes with the Event, abuses staff or guests, or materially violates Event or Venue Rules may be refused entry or removed without refund, to the extent permitted by law.
- If a Venue Rule conflicts with mandatory California consumer rights, applicable law and these California Ticket Terms control.

12. Platform availability and support

Upfan will use commercially reasonable efforts to make the ticketing platform and Tickets available. Upfan does not guarantee uninterrupted availability and is not responsible for failures caused by the purchaser's device, battery, network connection or misuse. This does not limit remedies for a Ticket that cannot be used because of a defect in Upfan's platform or another non-waivable right.

13. Privacy

Personal information is handled as described in the Upfan Privacy Policy, the California Privacy Notice, and the Organizer or Venue privacy notice presented at checkout. Marketing choices are separate from acceptance of these California Ticket Terms.

14. Disclaimers and limitation of liability

To the maximum extent permitted by law:

- The Organizer is responsible for the Event, program, participants, performers, teams, schedule, Venue, staffing, security and services delivered at the Event.
- Upfan provides the ticketing technology, Ticket delivery, payment collection and related support. Upfan is not responsible for the quality, content or performance of the Event.
- Neither Upfan nor the Organizer is liable for indirect, incidental, special, exemplary or consequential damages, including travel or accommodation costs, lost profits or loss of opportunity.
- Upfan's aggregate liability arising from a consumer's Ticket transaction will not exceed the amount the consumer paid for the affected Ticket.
- Nothing in these California Ticket Terms excludes liability or rights that cannot lawfully be excluded, including liability for fraud, willful misconduct, gross negligence, personal injury where limitation is prohibited, or statutory cancellation and refund rights.

15. Governing law and disputes

These California Ticket Terms are governed by the laws of the State of California, without depriving a consumer of mandatory protections that apply under other law. Any court proceeding relating to a California Event may be brought in a court with lawful jurisdiction in the California county where the Event occurs or in another court with lawful jurisdiction. The parties should first attempt to resolve a complaint through info@upfan.io or the Organizer support contact shown for the Event.

16. Changes and severability

The terms in effect when a Ticket is purchased govern that Ticket. Material changes will not be applied retroactively unless required by law or favorable to the purchaser. If any provision is unenforceable, the remaining provisions remain effective.

17. Contact

Purpose	Contact
Ticketing, account, technical support and refund requests	Upfan: info@upfan.io
Event, venue and Organizer questions and refund requests	Applicable Organizer: contact shown on the Event page, checkout and purchase confirmation