

General Terms and Conditions of FC Schalke 04 Arena Management GmbH for the Use of Knappenkarte

For the issue and use of chip cards for payment in the VELTINS-Arena (hereinafter "Knappenkarten") these General Terms and Conditions (hereinafter "GTC") shall apply. The General Terms and Conditions apply to all services including information in connection with the issue, delivery and use of the Knappenkarte.

1. Purchase

The customer's contractual partner for issuing and using the Knappen card is FC Schalke 04 Arena Management GmbH (hereinafter "AMG"), Ernst-Kuzorra-Weg 1, 45981 Gelsenkirchen.

The Knappenkarte is available in the VELTINS-Arena on the day of the event or at the advance booking offices commissioned by the AMG or at the FC Gelsenkirchen-Schalke 04 e.V. office (hereinafter "FC Schalke 04"). The Knappenkarte remains the property of AMG. The customer only receives a right to use the credit on the Knappenkarte.

2. Charging and use

The Knappenkarte can be used in the VELTINS-Arena for cashless payment for food, drinks and goods at events.

New amounts can be loaded in the VELTINS-Arena (on the day of the event up to one hour after the end of the event), in the FC Schalke 04 office (during normal business hours) or via the Schalke-APP ("online loading"). The Knappenkarte must be loaded with a minimum amount of 5 Euro (or 10 Euro for online loading). It is possible to charge the Knappenkarte -- in steps of 5 EUR (or 10 Euro for online charges) -- up to a maximum credit of 150 Euro.

For online reloads, the credit to the Knappenkarte takes place only when the Knappenkarte contacts an online cashier within the VELTINS-Arena, and can be delayed for technical reasons up to one hour.

If the credit card is loaded back for an online reload, AMG is entitled to temporarily block the reload amount until the chargeback has been clarified.

3. Shipment of Knappenkarte

The shipment of the Knappenkarte takes place at the expense and risk of the customer. The selection of the transport company is made by AMG. For international shipping from Germany to another European country, AMG charges a country-dependent processing and shipping fee. These fees will be displayed accordingly during the ordering process.

4. Claims

Questions or complaints can be addressed in writing to FC Schalke 04 Arena Management GmbH, Ernst-Kuzorra-Weg 1, 45981 Gelsenkirchen, Germany, by telephone to Customer Service on 01806 | 150810 (0.20 €/call from landline; max. 0.60 €/call from mobile network) or by email at: kundenservice@schalke04.de.

5. Exchange rate and disbursement

1 Euro corresponds to 1 Knappe.

The customer is entitled to return the Knappenkarte to AMG: the Knappenkarte can be returned to the VELTINS-Arena on the day of the event no later than one hour after the end of the event and during normal business hours at the S04-ServiceCenter, Ernst-Kuzorra-Weg 1, 45981 Gelsenkirchen, Germany, or by regular post to FC Schalke 04 Arena Management GmbH, PO Box 20 08 26, 45843 Gelsenkirchen, Germany.

The payment of any credit balance still loaded on the Knappenkarte will be made on the day of the event in the VELTINS-Arena or during normal business hours in the S04 Service Centre in cash or by bank transfer to a bank account to be specified by the customer. In the event of cash payment of a Knappenkarte credit balance of more than 50 Euro, the customer must identify himself by presenting an identity card. A payment of partial amounts is not possible. Payment shall be made no later than 30 days after the customer's request for payment.

6. Loss

The Knappenkarte is withdrawn upon complete use of the loaded amount. If the card is lost, the existing amount will only be paid out if the card number is stated and proof of card purchase is provided.

7. Misuse

In the event of misuse, in particular manipulation, the Knappenkarte will be blocked immediately. In case of criminal offences, a criminal complaint will be made in any case. AMG reserves the right to assert claims under civil law.

8. Liability

The liability of AMG, its legal representatives and vicarious agents for damages resulting from injury to life, body or health as well as liability under the Product Liability Act and liability due to a fraudulently concealed defect or the assumption of a quality guarantee are not limited by these General Terms and Conditions. In addition, the liability of AMG for damages based on an intentional or grossly negligent breach of duty by AMG, its legal representatives or vicarious agents is not limited by these GTC.

If none of the above cases exists, the liability of AMG for damages arising from the breach of an obligation which is of essential importance for the contract purpose achievement, the fulfilment of which is essential for the proper performance of the contract and the observance of which the customer relies on and may rely on (essential contractual obligation), is limited to the foreseeable damage typical for the contract. Otherwise, the liability of AMG is excluded.

As far as the liability for damages in this paragraph is limited, this also applies to any liability of the vicarious agents and legal representatives of the AMG.

9. Place of performance and final clause

The sole place of performance for performance and payment is Gelsenkirchen. The law of the Federal Republic of Germany applies exclusively.

This "General Terms and Conditions" exists in a German and an English version. This English version is for translation purposes only and is not legally binding. Solely decisive is the German version