

# General Terms and Conditions of the S04-Store

1. The following General Terms and Conditions (GTC) apply to all orders placed in the Schalke 04-Online-Shop on [store.schalke04.de](https://store.schalke04.de) (hereinafter also: "S04-Store") and all telephone orders placed with Gelsenkirchen-Schalke 04 e.V. football club. (hereinafter "Schalke 04") and all purchases in fan shops, and at the Schalke 04 office. 2. These GTC shall also apply to future purchases, even if they have not been separately agreed again. 3. These conditions are divided into a "General Section" (Chapter A), which applies to all orders in the S04-Store, all telephone orders at Schalke 04 and all purchases in fan shops and at the office. Chapter B "Special conditions: Merchandising" only applies to the purchase of merchandising products in the S04-Store and telephone orders for merchandising products from Schalke 04. Chapter C "Special conditions: Ticketing" shall only apply to the sale of admission tickets and season tickets as well as parking tickets (hereinafter "Tickets"), irrespective of the distribution channel through which these tickets are purchased, insofar as Schalke 04 is the organiser of the respective event.

## A. General Section

### 1. Contractual partners and users

- 1.1. Merchandising products: The contractual partner of the customer and user of these GTC for the sale of merchandising products is the football club Gelsenkirchen-Schalke 04 e.V., Ernst-Kuzorra-Weg 1, 45891 Gelsenkirchen, Register Court Amtsgericht Gelsenkirchen, Club registration number: VR 20822 (hereinafter also: "Schalke 04").
- 1.2. Tickets: The contractual partner of the customer and user of these GTC when selling tickets for events in the VELTINS-Arena is the respective organiser. Schalke 04 e.V. is the organiser of home matches of the Gelsenkirchen-Schalke 04 e.V. football club teams, unless the official advertising material and tickets expressly refer to another organiser. With regard to other events, the organiser is indicated on the tickets, in the event description and on the order form at [store.schalke04.de](https://store.schalke04.de), as well as in the official advertising material for the respective event.
- 1.3. Parking tickets: Schalke 04 is the contractual partner of the customer and user of these GTC when selling parking tickets, unless the parking tickets are sold expressly in the name of a third party.
- 1.4. Contractual partners of the customer and users of these GTC are hereinafter also referred to as "sellers".

### 2. Conclusion of contract S04-Store, storage and accessibility of the contract text

- 2.1. Advertising: The S04-Store and other advertising and references of the seller to offered goods and services do not contain an offer to conclude a contract, but an invitation to submit an offer by the customer.
- 2.2. Offer; Acceptance: By clicking on the button "Pending of Payment Order" in the S04-Store, the customer makes a legally binding offer to purchase the goods in the shopping basket. The contract is concluded by declaration of acceptance by the seller, which can take place within ten days; dispatch and delivery of the goods shall be deemed acceptance.
- 2.3. Ordering data: The order data of the customer are stored with the salesman, but are not available to the customer for security reasons. If the customer has created a customer account online, the seller offers each customer a password-protected direct access ("My Account"). Here the customer can view data about his completed, open and recently shipped orders and can manage and save his address data.
- 2.4. A contract can be concluded in the following languages: German and English.

### 3. Payment due date, SEPA direct debit mandate

- 3.1. Due date: The purchase price payment and any applicable shipping charges are due upon conclusion of the purchase contract.
- 3.2. SEPA Direct Debit Mandate: If the customer issues a SEPA Direct Debit Mandate to the seller, the direct debit will only be collected after the invoice has been issued and the customer will be notified in advance at least one business day prior to collection. The customer undertakes to ensure appropriate funds in the account. Costs incurred due to non-redemption or chargeback of the direct debit shall be borne by the customer as long as the non-redemption or chargeback was not caused by the seller.

### 4. Delivery conditions, shipping costs

- 4.1. Delivery time: The delivery time is 3-5 days, unless otherwise specified. The seller is entitled to partial deliveries, as far as this is reasonable for the customer. For special orders, such as flocked jerseys and other articles printed according to customer requirements, the delivery time is approx. 10 days.
- 4.2. Self-supply reservation: Should the seller not be able to deliver the ordered goods through no fault of his own, e.g. because a supplier does not fulfil his contractual obligations, the seller has the opportunity to withdraw from the contract. Payments already made will be refunded to the customer.
- 4.3. Minimum order value: The indicated prices include the legal sales tax and do not include shipping costs. The minimum order value for a delivery address in Germany is € 10.00 and for a delivery address abroad € 50.00.
- 4.4. Shipping costs: The costs for shipping to an address in Germany amounts to € 5.00. For deliveries to other European countries, the seller charges a shipping fee of € 13.00 and for deliveries to non-European countries the price is € 25.00.
- 4.5. Payment methods: The seller offers various payment methods for orders from Germany, namely direct debit (only available to registered customers), PayPal and credit card. For orders from abroad, the seller offers payment by credit card only. If a payment is made by credit card, the customer's credit card will be debited on completion of the order; if payment is made by direct debit, the customer's account will be debited on shipment of the goods. When paying via PayPal, the customer is automatically redirected to the PayPal page during the order process. The seller reserves the right to exclude individual types of payment depending on creditworthiness information.
- 4.6. Partial deliveries: Should the seller fulfil orders by partial performance, the customer will only incur shipping costs for the first partial delivery. In the case of partial deliveries at the request of the customer, the seller will charge shipping costs for each partial delivery.

### 5. Retention of title, offsetting

- 5.1. Retention of title: All goods remain the property of the seller until full payment has been made.
- 5.2. Offsetting: The customer is not entitled to offset claims against the seller, unless his counterclaims are legally established or undisputed.

### 6. Liability

- 6.1. The liability of the seller, his legal representatives and vicarious agents for damages resulting from injury to life, body or health as well as the liability under the Product Liability Act and the liability due to a fraudulently concealed defect or the assumption of a quality guarantee are not limited by these GTC. In addition, the liability of the seller for damages based on an intentional or grossly negligent breach of duty by the seller, its legal representatives or vicarious agents is not limited by these GTC.
- 6.2. In the absence of any of the above cases, the seller's liability for damages arising from the breach of an obligation which is of essential importance for achieving the purpose of the contract, 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, shall be as follows (essential contractual obligation), limited to the foreseeable damage typical for the contract. Otherwise the liability of the seller is excluded.
- 6.3. Insofar as liability for damages is limited in Chapter A, Clause 6, this shall also apply to any liability of the seller's vicarious agents and legal representatives.

### 7. Warranty

The Seller shall be liable for material defects or defects of title of delivered items in accordance with the applicable statutory provisions, in particular §§ 434 ff. of the German Civil Code (BGB). BGB. The limitation period for legal claims for defects is two years and begins with goods delivery. With respect to entrepreneurs, the warranty obligation for goods delivered by the seller is 12 months.

### 8. Additions and changes

In the event of a change in market conditions and/or the legal situation and/or the supreme court's jurisdiction, the seller shall be entitled, even in the case of existing (permanent) obligations, to supplement and/or amend these GTC and/or the seller's valid price list four weeks in advance, insofar as this is reasonable for the Customer. The respective changes

will be notified to the customer in writing (by email is sufficient). The amendments or modifications shall be deemed approved if the customer has not objected to them in writing or by email within a period of four weeks after receipt of the additions or changes, provided that the seller has expressly pointed out this effect of the absence of objection. Any objection on the part of the customer must be addressed to the contact address specified in Chapter A, para. 13.

#### 9. Jurisdiction

If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the court having jurisdiction for Gelsenkirchen.

#### 10. Applicable law

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer orders as a consumer and has his habitual residence in another country at the time of the order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

#### 11. Partial ineffectiveness

Should individual clauses of these GTC be or become entirely or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.

#### 12. Alternative dispute resolution

12.1 The EU Commission shall provide a platform for online dispute resolution. This platform is available at <http://ec.europa.eu/consumers/odr/>.

12.2 The seller shall not participate in dispute settlement proceedings before a consumer arbitration board.

#### 13. Contacts

13.1. Orders, inquiries, complaints and other correspondence regarding the S04-Store may be sent to the following address: Football Club Gelsenkirchen-Schalke 04 e.V., PO Box 200993, 45844 Gelsenkirchen. Telephone: 01806 221904 (€ 0.20 /call from German landline, mobile max. € 0.60 /international call) Fax: 0209/3892 599; E-mail: [kundenservice@schalke04.de](mailto:kundenservice@schalke04.de).

### B. Special conditions: merchandising

Chapter B "Special conditions: Merchandising" applies only to the purchase of merchandising products in the S04-Store and telephone orders for merchandising products from Schalke 04. It does not apply to the sale of admission tickets, season tickets or parking tickets.

#### 1. Contacts

1.1. The following right of revocation exists only for consumers in the sense of § 13 BGB. According to this, a consumer is any natural person, who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity.

##### Cancellation

##### Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The withdrawal period shall be fourteen days from the date on which you or a third party other than the carrier designated by you have taken possession of the goods.

To exercise your right of withdrawal, you must inform us (FC Gelsenkirchen-Schalke 04 e.V., Ernst-Kuzorra-Weg 1, 45891 Gelsenkirchen, Tel.: 01806/22 1904, Fax: 0209/26 18 599, [kundenservice@s04-shop.de](mailto:kundenservice@s04-shop.de)) by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to revoke this contract. You can use the attached model withdrawal form, which is not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification for exercise of the right of revocation before the expiry of the revocation period.

##### Consequences of withdrawal

If you withdraw from this contract, we will refund to you all payments we have received from you, including delivery charges (other than the additional charges arising from your choosing a method of delivery other than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notice of your withdrawal from the contract. For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; you will not be charged for this repayment in no case. We may refuse to repay until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is earlier.

You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the withdrawal of this contract. The deadline is met if you send the goods before the period of fourteen days. We will bear the costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functionality of the goods.

##### End of the cancellation policy

1.2. Note: The above right of withdrawal does not apply to the following contracts:

- Contracts for the supply of goods which are not prefabricated and the manufacture of which is based on an individual choice or destination by the consumer, or which are clearly tailored to the personal needs of the consumer;
- Contracts for the delivery of sound or video recordings or computer software in a sealed package, if the seal has been removed after delivery;
- Contracts for the sale of admission tickets, season tickets and parking tickets (to which this Chapter B does not apply anyway).

#### 2. Voluntary right of return

2.1. For purchases of merchandising articles via the S04-Store as well as telephone orders of merchandising products from Schalke 04, the seller generally grants the customer - with the exception of the articles mentioned in Chapter B, Section 2.3 - a voluntary right of return of a total of 30 days from receipt of the goods in addition to the statutory right of cancellation. With this right of return, the customer can also withdraw from the contract after expiry of the 14-day cancellation period - see cancellation instructions above under Chapter B, Section 1 - by returning the goods to the seller within 30 days of receipt - commencement of the period on the day after receipt of the goods - specifically to

FC Gelsenkirchen-Schalke 04 e.V.  
Returns Centre  
Gildeweg 10  
46562 Voerde

Timely dispatch is sufficient to meet the deadline. However, the condition for exercising the voluntary right of return is that the customer has only worn/tried the goods for (trial)

purposes, as in a retail shop, and returns the goods complete, in their original condition, complete and without damage in the original sales packaging. In the event of return the customer can use the return sticker enclosed with the order.

- 2.2. The statutory right of revocation (see Chapter B, Section 1 above) is not affected by the supplementary voluntary right of return and remains in force independently of this. Until the expiry of the period for the statutory right of revocation, the provisions listed in it shall apply exclusively. The voluntary right of return does not restrict the customer's statutory warranty rights.
- 2.3. The above right of return does not apply to the following contracts:
  - Contracts for the delivery of goods for the manufacture or decoration of which an individual selection or destination by the customer is decisive - this includes in particular jerseys flocked according to customer specifications (also jerseys flocked with player names or standard emblems according to customer requirements) and other articles printed according to customer specifications - or which are clearly tailored to the personal needs of the customer;
  - Contracts for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery;
  - Contracts for the supply of TV sets, smartphones or tablets;
  - Vouchers and coupon cards with a given monetary value;
  - Contracts for the sale of admission tickets, season tickets and parking tickets (to which this Chapter B does not apply anyway).

### C. Special conditions: Ticketing

Chapter C "Special Conditions: Ticketing" applies in addition to Chapter A "General Part" only to the sale of tickets and season ticket subscriptions and parking tickets, as far as Schalke 04 is the organiser of the event. It does not apply to the purchase of merchandising products in the S04-Store or telephone orders for merchandising products from Schalke 04.

#### 1. Purchase of tickets

- 1.1. Club members of Schalke 04 and season ticket holders for home matches of Schalke 04 may be preferred in the ticketing for football events by the seller.
- 1.2. In view of any entitlement to transport by VRR's means of transport granted with the ticket, the contract of carriage is concluded exclusively between the respective visitor and the transport companies he has used.
- 1.3. Third Party Engagement: The Seller may engage third parties to sell the tickets on the seller's behalf and to act on the seller's behalf with respect to other rights and obligations of the seller. The contract for the purchase of tickets for events is concluded exclusively between the seller and the customer. In particular, FC Schalke 04 Arena Management GmbH may be a third party within the meaning of the provision in sentence 1, provided that FC Schalke 04 Arena Management GmbH is not itself a seller under Chapter A, Section 1.2.

#### 2. Transfer of tickets

- 2.1. Sense and purpose: In order to avoid violence and crimes related to attending the event, to enforce stadium bans, to prevent the resale of tickets at excessive prices and to separate supporters of the teams meeting each other during a football match, it is in the interest of the seller and the viewers to restrict the transfer of tickets.
- 2.2. Illegal distribution: Tickets are sold exclusively for private, non-commercial use by the customer; any commercial or commercial resale of the tickets by the customer is prohibited. The commercial and corporate ticket sales are reserved exclusively for the seller. The customer is prohibited to:
  - a) Offer tickets for sale at auctions or Internet auctions (e.g. ebay);
  - b) Offer or sell tickets at a price higher than the price paid; a surcharge of up to 10% to compensate for transaction costs incurred is permissible;
  - c) Offer, sell or distribute tickets to corporate and commercial resellers and/or ticket dealers;
  - d) Use or cause to be used any tickets corporately or commercially without the express prior written consent of the seller, including but not limited to for advertising, marketing, promotional purposes, as a bonus, promotional gift, prize, or in the context of an unauthorised hospitality or travel package;
  - e) Pass on tickets for football events to supporters of guest clubs, either free of charge or against payment, if the ticket holder is or should have been aware of the supporters of the guest club;
  - f) Pass on tickets for football events free of charge or against payment to persons, who are subject to a nationwide stadium ban or a stadium ban limited to the VELTINS Arena, provided that the ticket holder is or should have been aware of this.
- 2.3. Permitted transfer: A private transfer of a ticket for non-commercial reasons, in particular in individual cases of illness or other prevention of the customer, is permissible, if there is no case of inadmissible transfer within the meaning of the provision in Chapter C, Clause 2.2, and
  - a) the transfer via the official secondary market platform of the seller <https://store.schalke04.de> and in the manner specified for this purpose on the secondary market platform, or
  - b) the customer expressly draws the attention of the second buyer and the new ticket holder to the validity and content of these GTC, the second buyer agrees with the validity of these GTC between him and the seller and the seller is informed in good time of the passing on of the ticket by naming the second buyer.
- 2.4. Measures for improper disclosure: In the event of one or more breaches of the provisions in Chapter C, Clause 2.2, the seller shall be entitled, at its reasonable discretion, to take one or more of the following measures, taking into account the seriousness of the breach accused of by the customer:
  - a) In the case of SingleTickets, the seller is entitled to withdraw from the purchase contract for the specific SingleTicket and from other purchase contracts of the customer for other SingleTickets.
  - b) In the case of season ticket subscriptions, the seller is entitled to terminate the legal relationship existing with the customer in whole or in part extraordinarily and without notice.
  - c) The seller can block the ticket and refuse the customer access to the event without compensation.
  - d) The seller shall be entitled to demand a contractual penalty of up to € 2,500.00 for each case of infringement from customers, who pass on and/or offer tickets in breach of Chapter C, Clause 2.2, unless the infringement is not culpable. The contractual penalty shall be determined by the seller at its reasonable discretion and shall be reviewed by the competent court in the event of a dispute. Further claims for damages remain unaffected by this, whereby the contractual penalty is offset against claims for damages.
  - e) The seller is entitled to demand from the respective customer the payment of the profit achieved, insofar as this is an inadmissible transfer of tickets in accordance with Chapter C, Clause 2.2, Letter a) and/or Chapter C, Clause 2.2, Letter b).
  - f) The seller is entitled to report the incident in an appropriate manner, including by naming the customer, in order to prevent any use of the tickets contrary to the terms of the contract in the future.
- 2.5. Further measures: The seller reserves the right to refuse to purchase tickets to persons, who violate the prohibitions in Chapter C, Section 2.2, in the future, to impose a stadium ban on them and/or to initiate further legal measures.

#### 3. Access authorisation, denial of access, stadium ban

- 3.1. Proof of Identification: The seller is entitled to refuse entry to the respective event to customers who do not prove their identity by presenting a valid official ID card (e.g. ID card, children's ID card) and to customers of tickets for football events in the VELTINS-Arena who are subject to a nationwide stadium ban or a stadium ban limited to the VELTINS-Arena.
- 3.2. Loss: In the event of loss or theft of the ticket, the seller is not required to reissue the ticket; the seller may reissue the ticket at the seller's sole discretion if the reservation number is provided and the loss or theft is proven by the Customer. For the reissue of a lost ticket, a processing fee will be charged by the seller. By accepting the newly issued ticket, the customer agrees to the blocking of the lost ticket. This does not affect the seller's right to claim damages from the customer (e.g. in the case of a double placement).
- 3.3. Deliberately untruthful loss reports, which can lead to a double placement, result in the seller filing a criminal complaint.
- 3.4. Every customer is required to present his ticket to the police, the security service or other authorised security forces at any time until he leaves the venue and to hand it over for inspection.
- 3.5. If the customer has not occupied the standing or seating place shown on the ticket by the start of the event, the seller may refuse the customer access to the event until the next break in the event or assign another, equivalent seat to the customer for the duration of the entire event.
- 3.6. The ticket loses its validity at the end of the event.
- 3.7. The seller may expel from the venue customers, who violate the house rules of the respective venue or these GTC.

#### 4. Children and adolescents

- 4.1. Children under the age of 6 are not allowed to enter events which are not sporting competitions, even if accompanied by a parent or legal guardian, unless the events in question are expressly intended for this age group.
- 4.2. Children under the age of 7 are not allowed in standing areas.
- 4.3. Children under the age of twelve must be accompanied by a parent or guardian in order to be admitted to the event.
- 4.4. Adolescents, who have not yet reached the age of 18 must leave the venue by midnight.

#### 5. Relocation and termination of an event, program change, cancellation

- 5.1. If an event is moved to another date, the ticket is valid for the new event date.
- 5.2. In the case of Bundesliga home games, the time of the event is specified only and agreed with regard to the announcement of the exact match dates by the DFL Deutsche Fußball Liga GmbH (DFL) only a few weeks before the match with the match day of the Bundesliga. A Bundesliga match day can comprise up to four consecutive calendar days, which are determined by the DFL before the respective season. A refund of the ticket price can only be demanded for Bundesliga home games if the DFL fixes the date outside the Bundesliga match day or at a venue outside the VELTINS Arena, and if the original ticket is returned to the seller or the third party engaged by the seller in accordance with Chapter C, Section 1.3, at the latest by the last calendar day of the Bundesliga match day specified on the ticket.  
Also in the case of DFB Cup matches and compulsory matches at national or European level (e.g. Supercup, UEFA Champions League matches), the time of the event is indicated and agreed with a view to the announcement of the exact match dates only a few weeks before the match, with the respective match day, which can comprise up to three consecutive calendar days. In this respect, the above provision shall apply accordingly.
- 5.3. A return policy in case of postponement of a football match by Schalke 04 is not in favour of season ticket holders.
- 5.4. If a football game is cancelled by Schalke 04, there is no entitlement to a refund of the ticket price, unless Schalke 04 is proven to be at fault for the cancellation of the football match.
- 5.5. In the event of a repeat match, the repeat match shall be deemed a new event; the ticket for the original event shall not be valid for this purpose and the ticket purchaser is not entitled to any refund or other compensation.
- 5.6. If the event is not a football match in accordance with Chapter C, Clause 5.2, the customer shall be entitled to demand reimbursement of the ticket price from the seller in case the event is cancelled or terminated without substitution - with the exception of a case in accordance with Chapter C, Clause 5.7 - if the original ticket is returned to the seller or a third party engaged by the seller in accordance with Chapter C, Clause 1.3 within seven calendar days of the planned date of the event. The seller is entitled to postpone an event that is not a football match if there is a justified interest (e.g. a collision with Schalke 04's match schedule that occurs later). The seller will announce this relocation 6 weeks before the event at the latest. The customer is required to inform himself about a corresponding announcement in due time. If the event is postponed, the customer is entitled to demand reimbursement of the ticket price from the seller if the original ticket, which has not been cancelled, is returned to the seller or a third party engaged by the seller in accordance with Chapter C, Clause 1.3 within seven calendar days of the official announcement of the new date by the seller. If the transfer was not made known to the customer, the customer shall be entitled to demand reimbursement of the ticket price from the seller if the original ticket, which has not been cancelled, is returned to the seller or a third party engaged by the seller in accordance with Chapter C, Clause 1.3 no later than four weeks before the originally planned date of the event.
- 5.7. If an event within the meaning of Chapter C, para. 5.6 has already begun and is terminated without the fault of the seller after more than one third of the average duration of an event of the type concerned, the ticket price shall not be refunded.
- 5.8. In the case of an event which, in accordance with the requirements of a competent association or a competent authority, has to be held entirely or partially without spectators, the seller is entitled to withdraw from the contract for the purchase of one or more tickets for the event concerned or to block season tickets in exchange for compensation.
- 5.9. In the case of justified interest, the seller is entitled to assign the ticket purchaser a different, equivalent place to that shown on the ticket. A justified interest exists in particular if the event has to take place under partial exclusion of spectators in accordance with a competent association or authority.
- 5.10. In the event of entitlement to a refund of the ticket price, only the official ticket price will be refunded. Any advance booking, processing or system fees will not be refunded.
- 5.11. The seller shall be entitled to change the program in points which do not represent a material circumstance for the overall picture of the event, without the customer being entitled to cancel or return the ticket due to the change of program. This applies both to football matches in accordance with Chapter C, Section 5.2 and to other events.
- 5.12. In all cases of reimbursement of the ticket price, it applies exclusively to the customer.

#### 6. Video and audio recordings

- 6.1. The customer agrees that the seller in the event, without being obliged to pay compensation, is entitled to create images and sound recordings of viewers and/or have them created by third parties to reproduce, send and to be used in any audio-visual media and/or reproduced, transmitted and used by third parties.
- 6.2. The sellers' rights under Chapter C, Clause 6.1 shall apply without time limit and worldwide.

#### 7. Prohibition on bringing tape recorders, cameras, film and video cameras; Prohibition of audio and video recordings

- 7.1. At football events, the customer is allowed to bring cameras; photos taken at the venue may only be used for private purposes. Commercial use of these photos is prohibited.  
For all other events, the customer is prohibited from bringing cameras.
- 7.2. In addition to the prohibition in Chapter C, Section 7.1, Paragraph 2, the customer is prohibited from bringing along tape recorders and other devices suitable for recording or transmitting sound.
- 7.3. In addition, with the exception of the case regulated in Chapter C, Clause 7.1, Paragraph 1, the customer is prohibited from making audio, photo, film and video recordings or enabling third parties to make such recordings.
- 7.4. The customer is also prohibited from allowing any third party to track the event live, or with a time delay, using any other means.
- 7.5. The seller may, at its discretion, allow exceptions to the prohibitions set out in Chapter C, Sections 7.1-7.4. The commercial use of audio and video recordings is strictly prohibited for customers.

#### 8. Behaviour on the event site

- 8.1. The customer is prohibited from carrying objects of any kind on the event premises with the intention of offering them for sale or using them in any other way for commercial purposes. Items which are carried with this intention or which are actually offered for sale may be taken into custody by folders and other authorised persons until they leave the event.
- 8.2. Furthermore, the customer is prohibited from carrying out musical or artistic performances or other performances and displays directed at a large number of persons on the event premises.
- 8.3. The customer shall forfeit a contractual penalty in the amount of € 1.000.00 for each case of infringement of Chapter C, Clause 8.1 or 8.2, unless the violation is guiltless. Further claims for damages of the seller remain unaffected by this, whereby the contractual penalty is offset against claims for damages.
- 8.4. The customer is hereby expressly informed that there is a risk of hearing and health damage at events with the use of a sound system due to the associated volume, also depending on the customer's specific location.

#### 9. Contractual penalties

- 9.1. The customer is required to pay a contractual penalty of € 25.00 to the seller if the customer:
  - a) Urinates on the premises of the VELTINS-Arena or on an event site outside the VELTINS-Arena, outside the toilet facilities provided there.
  - b) Affixes stickers, posters or labels to building components or accessories of the VELTINS-Arena (e.g. fences, flagpoles, trash cans, information signs, etc.) on the premises of the VELTINS-Arena, within the VELTINS-Arena or on an event site outside the VELTINS-Arena.
  - c) Smoking is prohibited within the grounds of the VELTINS Arena, in the VELTINS Arena, or inside the grounds of the event area located outside the VELTINS Arena.
- 9.2. The seller is entitled to demand a contractual penalty of up to € 300.00 from customers, who gain access to a block or place other than that shown on their ticket, unless the violation

was not at fault. The contractual penalty shall be determined by the seller at its reasonable discretion and shall be reviewed by the competent court in the event of a dispute. Further claims for damages remain unaffected by this, whereby the contractual penalty is offset against claims for damages.

- 9.3. If the customer carries pyrotechnic items (e.g. Bengalo torches, flares) on the premises of the VELTINS-Arena, within the VELTINS-Arena or on an event site outside the VELTINS-Arena, if he ignites them or assists in the ignition, he shall forfeit a contractual penalty against the seller. The amount of the contractual penalty shall be determined by the seller at its reasonable discretion and shall be reviewed by the competent court in the event of a dispute. Further claims for damages remain unaffected by this, whereby the contractual penalty is offset against claims for damages.
- 9.4. If the customer throws objects (e.g. beer cups or lighters) at other spectators or the playing field in the VELTINS-Arena or on an event site outside the VELTINS-Arena, he shall forfeit a contractual penalty against the seller. The amount of the contractual penalty shall be determined by the seller at its reasonable discretion and shall be reviewed by the competent court in the event of a dispute. Further claims for damages remain unaffected by this, whereby the contractual penalty is offset against claims for damages.
- 9.5. In the event of inadmissible transfer of tickets, the contractual penalty regulation under Chapter C, Section 2.4 (d)) shall apply.
- 9.6. Further claims for damages, injunctive relief claims or other contractual claims remain unaffected.

#### 10. Property and stadium regulations/Association penalty

- 10.1. Property and stadium regulations: By entering the VELTINS-Arena or the event grounds, the customer undertakes to observe the stadium regulations displayed in the VELTINS-Arena or on the event grounds. The stadium regulations of the VELTINS-Arena are available on the Internet at [Grundstücks- und Stadionordnung](#). By entering the stadium area or the event area, each customer acknowledges the property and stadium regulations and accepts them as binding. The property and stadium regulations shall apply irrespective of the validity of these GTC. For events at other venues, the respective house rules apply.
- 10.2. Protective purpose: The provisions of the Property and Stadium Regulations and these GTC serve to protect the legal interests of players, spectators and all other persons present at events in the VELTINS-Arena or on the adjoining grounds, the legal interests of persons, who inevitably or accidentally come into contact with such events, as well as the legal interests of the clubs involved in the respective match (in particular also to protect against the imposition of association penalties for the misconduct of spectators).
- 10.3. Association penalty: The seller points out that associations (DFB, DFL, UEFA) will impose substantial association penalties if spectators in the VELTINS-Arena ignite pyrotechnic objects or throw objects at other spectators or the pitch. The seller or the Guest Association shall be entitled to claim compensation for these association penalties from the customer, who has ignited the pyrotechnic articles or assisted in the ignition or has thrown the articles. The same applies to other administrative penalties imposed by the above-mentioned associations on the basis of other misconduct of the customer against the seller.

#### 11. Additional provisions for parking tickets

- 11.1. The purchased parking tickets are valid only for the event agreed at the time of purchase and indicated on the parking tickets, and are valid for one vehicle in each case. Parking tickets lose their validity when leaving the car park. The car park may be used no earlier than three hours before the start of the event.
- 11.2. The guarding or safekeeping of the parked vehicle or any other activity of the seller beyond the mere provision of a parking space shall not be subject of the contract for the purchase of parking tickets between the seller and the customer. The seller points out that the parked vehicles are not insured by him; in particular, he does not maintain insurance against damage or theft.
- 11.3. The customer must remove the parked vehicle from the parking spaces within six hours of the end of the respective event. If the vehicle is still on the parking lots after the expiry of this period, the seller shall be entitled to remove the motor vehicle from the parking lots at the customer's expense and have it taken into custody by a towing company. The right of the seller to demand compensation from the customer remains unaffected.
- 11.4. The vehicle cannot be parked in the parking lots of the seller if there are indications that, due to the condition of the motor vehicle, driving into the parking spaces or parking in the car park can result in danger to the operational safety of the parking spaces. This applies in particular to motor vehicles which, or the operation of which, present a danger to persons or property which goes beyond the normal operational danger of a motor vehicle.
- 11.5. The parked vehicle must be carefully locked and secured in accordance with traffic regulations.
- 11.6. The seller may, at the customer's expense, remove the parked vehicle from the parking spaces and have it taken into custody by a towing company if the parked vehicle endangers the operation of the parking spaces due to a leaky tank or carburettor or other defects, if the vehicle is not registered, if it otherwise poses a risk or if it is withdrawn from service during the parking period by police measures. The right of the seller to demand compensation from the customer remains unaffected.
- 11.7. The seller reserves the right to block parking spaces for technical or organisational reasons. In this case, the customer shall be allocated an equivalent and reasonable replacement parking space.
- 11.8. The regulations of the Regulations of the Highway Code (StVO) apply to the car parks and parking access roads. The customer must exercise the care required in traffic when entering and leaving the parking spaces; this shall also apply if the security personnel appointed by the seller is of assistance to him by means of signs or other instructions.
- 11.9. The customer has to follow the instructions of the order personnel appointed by the seller.
- 11.10. If a specific parking space has been allocated to the customer by a corresponding reference on the parking ticket for a vehicle, the customer is required to park his vehicle exclusively on the designated parking space; the above Chapter C, Clause 11.9 remains unaffected by this. If no parking space has been allocated to the customer on the parking ticket or by the security personnel, the customer may choose from the free parking spaces not reserved for other persons by appropriate labelling. Regardless of whether the customer has been assigned a specific parking space, the customer is obliged to park his vehicle within the markings that mark a parking space in such a way that unimpeded parking on and off the adjacent parking spaces is possible at all times. If the customer parks a vehicle in violation of the above obligations, the seller has the right to move the customer's vehicle at the customer's expense or have it taken into custody by a towing company. The right of the seller to demand compensation from the customer remains unaffected.
- 11.11. The use of the parking spaces is permitted only for the purpose of vehicle adjustment and collection as well as loading and unloading.
- 11.12. The seller shall not be liable for damage caused by persons, who are neither legal representatives, nor vicarious agents of the seller (e.g. other customers, other third parties) or by force majeure. This applies in particular to damage, destruction or theft of the parked motor vehicle or movable /installed objects from the motor vehicle (e.g. car radio, car telephone, mobile phone or personal valuables, photographic equipment, navigation systems etc.) or objects attached to or on the motor vehicle.
- 11.13. The customer shall be liable for all damage caused by him (e.g. as a result of technical defects caused by the vehicle parked in the car parks by him or a third party commissioned by him due to loss of oil, explosion), unless there is no fault attributable to the customer. In addition to the aforementioned claims, the statutory claims of the seller against the customer and the vehicle owner exist.
- 11.14. The customer is prohibited from disposing of waste in the car parks outside the facilities provided for this waste by the seller. The customer is also prohibited from carrying out repairs on the car parks (exception: repairs by authorised breakdown services), washing or cleaning vehicles (exception: removal of snow). The customer shall be liable for the breach of these obligations in accordance with the statutory provisions.
- 11.15. The customer shall be responsible for any contamination of the soil or groundwater caused by him in accordance with the statutory provisions and shall immediately comply with official or court orders. In the event of a claim (whether official, or judicial) against the seller for such contamination, the customer shall indemnify the seller and compensate the seller for any damage arising from such claim, unless there is no fault attributable to the customer.
- 11.16. Any further liability and liability of the customer according to the statutory provisions shall remain unaffected.

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.