

# General Ticket Terms and Conditions (“GTTC”) of Bayer 04 Leverkusen Fussball GmbH

(Valid for the event period from 01 July 2024)

Convenience Translation

## 1. Field of application of the GTTC

**1.1 Area of application:** These GTTC shall apply to the legal relationship established by the purchase and/or use of a day ticket and/or season tickets and/or second-leg season tickets and/or other admission tickets such as special tickets (hereinafter jointly called “ticket” or “tickets”) of Bayer 04 Leverkusen Fußball GmbH, Bismarckstr. 122-124, 51373 Leverkusen (“Bayer 04”) or from third parties authorized by Bayer 04 (“authorized points of sale”), particularly for the attendance of events, e.g. soccer games of the licensed team or other teams of Bayer 04, in particular the women’s team, but also events such as season openings, other teams of friends (Fest der Freunde) etc., which are at least jointly organized by Bayer 04 (jointly called “events”), as well as for admission to and stay at the BayArena, the Kurtekotten youth training centre (Nachwuchsleistungszentrum Kurtekotten), the Ulrich Haberland Stadium (Ulrich-Haberland Stadion) and other venues announced by Bayer 04 when selling or issuing tickets (jointly called “stadium”) unless separate general terms and conditions (“GTC”) apply in addition or in lieu thereof for the relevant event. This shall also apply if the events take place at another Bayer 04 venue.

**1.2 Tickets for away games:** Correspondingly, these GTTC shall also apply to the legal relationship established by the purchase and/or use of tickets valid for away games of Bayer 04 (“away tickets”) if the away tickets are purchased from Bayer 04 or from sales outlets authorized by Bayer 04. No later than with the attendance at away games, further regulations or GTC may apply, particularly the rules of the stadium or GTC of the respective home club. In the event that these GTTC are in contradiction to these regulations of the respective home club, these GTTC take precedence in the relationship between the customer and Bayer 04.

**1.3 Guest tickets:** These GTTC shall also apply mutatis mutandis to the legal relationship established by the purchase of tickets via the guest-club and/or the use of these tickets for stadium access at a game of the guest-club in the stadium. If these GTTC contradict regulations of the respective guest-club which the latter included when selling the tickets, such as the GTTC of the guest-club, these GTTC shall take precedence in the relationship between the customer and Bayer 04.

## 2. Ticket ordering, conclusion of contract, and subject of agreement

**2.1 Purchase channels:** Categorically tickets for the events of Bayer 04 must be directly purchased from Bayer 04 or from authorized points of sale (incl. guest-club) or on the official secondary market platform (available at: <https://www.bayer04.de/de-de/shop/tickets>; „secondary market platform“). Whether a point of sale is authorized by Bayer 04 can be inquired at Bayer 04 at their contact address that is to be found under Article 15 (“contact address”). If provisions deviating from these GTTC apply to the purchase of tickets from authorized sales points, these GTTC shall take precedence in the relationship between the customer and Bayer 04.

**2.2 Online ordering:** When tickets are ordered online, a personal password will be issued if the customer registers. The customer himself/herself is responsible for ensuring that no unauthorized third parties gain knowledge of his/her password. The customer is liable for all misuse by third parties occurring in this context unless he/she is not responsible for the misuse. In case of online ordering, the customer submits a binding offer for conclusion of contract with Bayer 04 by triggering the order of a ticket with the online command provided for such purpose at the internet presence of Bayer 04 (<http://www.bayer04.de>). Bayer 04 shall confirm the receipt of the customer’s contract offer online (“order confirmation”). This order confirmation does not yet constitute an acceptance of the customer’s offer, but is subject to the availability of the ordered tickets and the consideration of special circumstances (e.g. safety or health aspects). The contract between Bayer 04 and the customer shall only be concluded on the basis of these GTTC upon transmission (incl. electronic dispatch, e.g. in the case of print@home-ticket or transmission via app) or deposit of the tickets (Article 6.3).

**2.3 Other orders:** In case of orders via the authorized reservations offices, the office or service-center of Bayer 04, or the ticket hotline the contract is concluded at the time of transmission (incl. electronic dispatch, e.g. in the case of print@home-ticket or transmission via app or handover or deposit of the tickets (Article 6.3)) on the basis of these GTTC.

**2.4 Special provisions and BOT-orders:** Bayer 04 reserves the right, at its own discretion, to restrict the maximum number of tickets available for sale within the framework of an event and for the individual customer and to grant or deny ticket price reduction and/or preferential terms (“special conditions”).

Irrespective of the method of purchase pursuant to Article 2.1, any ticket purchase using automated procedures that serve to circumvent restrictions on the number of tickets to be purchased by a person or other provisions applicable to the sale of tickets (so-called BOT-orders) shall be inadmissible and shall entitle Bayer 04 to refuse to accept or cancel an order and to impose a contractual penalty in accordance with Article 12.

**2.5 Allocation of other tickets:** Provided that the customer has given his consent within the framework of the order, Bayer 04, in the event of a sellout of the requested category and instead of non-acceptance of the offer, shall have the right to allocate to the customer tickets of the next lower category and/or to limit the number of tickets.

**2.6 Right of attendance:** Bayer 04, as the issuer of the tickets, does not wish to grant access to everyone, but only to those ticket holders who have purchased tickets as a customer of Bayer 04, from an authorized sales outlet, via the secondary market platform or as a part of a permitted transfer pursuant to Article 9.3 and who fulfil any further applicable access requirements (e.g. according to Article 10.5). Bayer 04 will therefore grant the right of attendance (“right of attendance”) to its customers who are identifiable by means of individualization features embodied in or the ticket (e.g. name imprint, bar- / QR-code) and/or to secondary purchasers who have acquired tickets in a permitted way in accordance with Article 9.3 and who fulfil any further applicable access requirements (e.g. in accordance with Article 10.5). To prove his identity, the customer or the respective ticket holder must carry a suitable valid official identification document (e.g. identity card, passport) with him and show it upon request by Bayer 04 and/or the security staff. Tickets that are offered for sale on sales platforms not authorized by Bayer 04 or by other third parties do not convey the right to visit in accordance with this Article 2.6 and may trigger legal consequences in accordance with Article 9.6 and 10.4. Bayer 04 shall fulfill its obligations with regard to the customer’s or the respective ticket holder’s right of attendance by granting onetime access to the event(s). Bayer 04 shall be released from its obligation with regard to the customer if the ticket holder has not acquired an effective right of attendance in accordance with this Article. At request of Bayer 04 the ticket holder shall be obliged – taking into account the respective data protection rules and regulations – to specify how and at what price he/she purchased the respective tickets; this may also include providing the name of the respective ticket seller, if applicable.

## 3. Season ticket

**3.1 Season ticket:** Depending on the season ticket model purchased (e.g. “Bundesliga”, “BundesligaPLUS”/or second-leg season ticket etc. (jointly called “season ticket” or “season tickets”), the customer is generally entitled to attend those events of Bayer 04 for which he has acquired a right of attendance. Depending on the season ticket purchased, privileges might be connected to the season ticket (e.g. advance purchase rights in relation to other tickets). Details on the services included in the respective season ticket can be found in the specification of services at the ordering of the season ticket or on the website of Bayer 04 (available at <https://www.bayer04.de/de-de/shop/tickets>). The season ticket does not entitle the ticket holder to attend matches not expressly specified in the service description when ordering the season ticket (e.g. special matches, friendlies or relegation matches), unless Bayer 04 announces deviating regulations prior to the respective matches.

Each season ticket has subject to the provisions of Articles 3.3 and 3.4 a duration of one season (1st July of a year until 30th June of the following year or other dates communicated by Bayer 04 in text form due to a postponement). Irrespective of the time of purchase, a return season

ticket shall be valid for one (second) season (01st of January to 30th of June of a year or other dates communicated by Bayer 04 due to postponement), subject to the provisions of Article 3.3 and 3.4. The validity of the second-leg season ticket also includes matches of the first leg taking place after 1st of January of a year or matches of the second-leg taking place before the 1st of January of a year. The amount of the ticket price, the reduction authorization as well as the respective effective date shall depend on the Bayer 04 price list valid at the time of ordering, which can be downloaded at <https://www.bayer04.de/de-de/shop/tickets> (“price list”). Each Season ticket is personalized and issued exclusively as an electronic ticket (Article 6.2). The provision of printed tickets in the form of printed individual tickets for each match covered by the season ticket is possible against payment of costs by the customer in accordance with the respective price list. Season ticket customers are not entitled to be allocated a specific seat. This also applies if the customer was already a season ticket holder in the previous season.

**3.2 Overcrowding:** If, for an important reason, Bayer 04 has to fulfil certain requirements in connection with the opening of the stadium or spectator admission (e.g. externally ordered access restrictions or security measures), the customer may not actually be able to attend every event for which he has acquired attendance rights in accordance with his season ticket. The customer acknowledges that Bayer 04 is entitled in this case to determine the allocation of tickets in a transparent and non-discriminatory manner and also to cancel individual attendance rights that have already been purchased in principle. In the event of cancellation of the rights of attendance by Bayer 04, the price already paid by the customer concerned (pro rata, if applicable) shall be refunded or not charged. Article 8.6 shall apply accordingly.

**3.3 Subscription:** The purchase of a season ticket shall always take the form of a continuing obligation (“subscription”). At the beginning of a season, a new season ticket shall be activated digitally for the customer, unless either the customer or Bayer 04 give notice of termination beforehand.

**3.4 Extension and Termination:** The initial term of the subscription ends in accordance with Article 3.1 on 30.06. of the respective season in which the corresponding purchase was made (“initial term”). During the Initial Term, a premature ordinary termination of the season ticket by the customer is generally excluded. The subscription is then extended indefinitely upon sending the season ticket in accordance with Article 3.3 for the following season if the customer or Bayer 04 does not cancel the subscription by 31.05. of the corresponding year with effect from the end of the Initial Term.

After renewal of the subscription for an indefinite period, both the customer and Bayer 04 have a right of termination at any time with a notice period of one (1) month. Terminations can be made within the specified deadline in the case of online contracts being concluded in the Bayer 04 online ticket shop under <https://www.bayer04.de/de-de/shop/tickets>, in text form (e-mail sufficient), or by post to the contact address. Decisive for keeping the notice period is the receipt by the other party.

**3.5 Termination for cause:** Regardless of the regulations of Article 3.4, each contracting party shall have the right to terminate for cause the subscription in case of online contracts concluded in the Bayer 04 online ticket shop under <https://www.bayer04.de/de-de/shop/tickets>, in text form (email sufficient) or by post to the contact address. An exceptional reason for Bayer 04 is constituted particularly according to Article 314 I BGB (German Civil Code) if Bayer 04 has the right in accordance with Articles 9.6, 10.9 and/or 10.11 to impose one of the legal consequences against the customer described in the Articles indicated as well as if the customer demonstrably repeatedly does not use the season ticket, i.e. attends less than one third (1/3) of the events taking place during a season or second round. In this context, Bayer 04 also has the right to terminate other continuing obligations for cause, if these are affected by the reason for termination (e.g. a customer has several season tickets or is a member of the Bayer 04 Club). In the event of an unauthorised transfer of the season ticket by the customer pursuant to Article 9.2, Bayer 04 shall be entitled, in addition to the other possible legal actions and sanctions pursuant to these GTTC and without prejudice to any further claims for damages, to impose a reasonable contractual penalty in the amount of the remaining sum to which the customer would be entitled as a pro rata refund due to outstanding matches, if applicable, in accordance with Article 12.

**3.6 Reseating:** The holder of a season ticket may request the allocation of a new seat in the stadium (“reseating”). Reseating does not constitute a termination of the subscription. The customer shall not be entitled to reseating; it is a gesture of goodwill by Bayer 04 and is subject to available seat capacities and organizational circumstances. Reseating shall only be possible between seasons, during the current season it is basically excluded both in the first term and in the following seasons. Reseating requests for the new season can only be considered by Bayer 04 if they are submitted in the period communicated by Bayer 04 after the end of the season in which adjustments can be made to existing season ticket allocations and holders („change phase”) and in the form communicated by Bayer 04, regularly in the online ticket shop (available at: <https://www.bayer04.de/de-de/shop/tickets>), by telephone or in person to the contact address (“adjustment phase”). Service or shipping charges may be levied by Bayer 04 for the implementation in accordance with the price list.

**3.7 Assignment:** For the transfer of a season ticket, the provisions of Article 9 shall apply accordingly. In addition, the holder of a season ticket can request the permanent assignment to another person (“assignment”). An assignment shall not constitute a cancellation of the subscription but a transfer of the existing contractual relationship with any and all rights and obligations to the new customer. The assigning customer shall remain obligated to Bayer 04 until the new customer has completely assumed the legal relationship with any and all rights and obligations. The customer shall not be entitled to an assignment; it shall at all times be a gesture of goodwill by Bayer 04. The assignment shall only be possible between two seasons, during the current season it is generally excluded both in the first term and in the following seasons. The assignment request can only be submitted during the adjustment phase and exclusively with the form provided for such purpose which must be signed by the transferring and the new customer and mailed to Bayer 04. The form is available under (<https://www.bayer04.de/de-de/shop/tickets>) or can be collected at Bayer 04 at the contact address. There shall be no (partial) refund of the purchase price to the transferring customer. For the assignment, Bayer 04 may charge a processing fee in accordance with the price list.

**3.8 Special models:** Bayer 04 may, at its own discretion, temporarily offer special season ticket models. The offer of special season ticket models is always associated with a specific occasion or purpose, which is specified by Bayer 04 in each case, which is why special regulations deviating from regulations for other season tickets or tickets may apply in this regard. Details are based on the respective valid price list.

## 4. Reduced-price tickets

**4.1 Reduction authorization:** Bayer 04 may grant a reduction for the purchase of day tickets and/or season tickets; the respective entitlement with regard to the reduction is set out in the price list. Double reductions shall not be granted. In each case, the date of the event for which a ticket is purchased shall be decisive for the respective reduction.

**4.2 Reduction verification:** The current reduction verification, which shall be valid at the date of the respective event, shall be presented, when the ticket is purchased and also carried and presented upon request by the security personnel when entering the stadium at the respective event. If said verification is not carried or is invalid at the respective home game, access to the stadium can be denied. The rejected customer shall have no claim for damages.

**4.3 Children’s tickets:** Every child (from birth) requires an admission authorization in the form of a paid ticket. Tickets for children up to and including the age of thirteen (13) shall only be purchased in connection with at least one ticket for an adult. Children up to and including the age of thirteen (13) shall only be allowed access to the stadium if accompanied by a supervising adult with a valid ticket. In case Bayer 04 allocates tickets for children up to and including the age of three (3) in the form of a lap ticket, such lap ticket shall not entitle to an own seat.

**4.4 Transfer and Upgrading:** For the transfer of reduced tickets, the provisions in Article 9 shall apply with the additional stipulation that a transfer shall only be possible if the new ticket holder also fulfills the respective reduction requirements in accordance with Article 4.2, unless the new ticket holder pays the difference between the reduced ticket and a respective day ticket on the respective game day prior to entering the stadium ("upgrading"). For the upgrading, Bayer 04 may charge a processing fee and, if applicable, shipping fee in accordance with the price list. In case a customer's entitlement to a reduction ceases during the term of a subscription (e.g. exmatriation), an respective upgrading shall be made from the time the entitlement to a reduction ceases for each match day. If the discount entitlement only occurs during the term of a subscription (e.g. retirement after 31.07.), a reduced season ticket can already be purchased at the beginning of the season; in this case, an upgrade must be made for all events until the actual admission of the discount entitlement. An upgrade of the overall season ticket can only be made within the change phase. Discounted day tickets can only be purchased if the entitlement to a discount pursuant to Article 4.1 is present both at the time of ticket purchase and at the time of stadium admission.

**4.5 Special Tickets:** Bayer 04 may, at its own discretion, issue tickets without charging any costs or fees ("special tickets"). The issue of special tickets is always linked to a specific purpose, which is specified by Bayer 04 in each case, which is why special regulations deviating from the regulations for other tickets according to these GTTC may apply in this respect.

**4.6 Limitation:** The reduced-price tickets may be limited by Bayer 04 to certain stadium blocks or price categories as well as in number. If the tickets eligible for a reduced price are no longer available, there is no legal entitlement to the reduced ticket price, even if the purchaser fulfills the requirements.

#### 5. Payment terms

**5.1 Prices:** The amount of the ticket price is based on the price list valid at the time of the respective customer's order with regard to the respective event - available at <https://www.bayer04.de/de-de/shop/tickets>. Ticket orders will only be processed against advance payment and with the accepted payment methods (e.g. SEPA direct debit system, bank transfer, EC card, credit card, cash payment). In addition to the ticket price, Bayer 04 may charge the customer the shipping costs in the event of ticket dispatch (see Article 6.1.) and/or a reasonable service fee for services that are in the customer's interest (e.g. printing of a ticket in paper form, advance booking fee). These costs arise for the customer within the framework of the respective order process according to Article 2.2 or 2.3.

**5.2 Cancellation:** If the payment is not successfully executed for reasons attributable to the customer (e.g. insufficient credit card or account funds, chargeback), Bayer 04 shall have the right to cancel or electronically block the respective tickets; the respective tickets shall lose their validity. Incurred additional cost shall be borne by the customer. Bayer 04 shall reserve the right to assert further claims for damages.

**5.3 SEPA direct debit mandate:** If the customer grants Bayer 04 a SEPA direct debit mandate, the direct debit shall be withdrawn after billing, and the customer shall be notified no later than one business day prior to such withdrawal. The customer shall ensure that the account is sufficiently covered. Costs incurred due to non-payment or chargeback of the direct debit shall be borne by the customer, provided that such non-payment or chargeback was not caused by Bayer 04.

#### 6. Shipping and deposit

**6.1 Printing and Shipping:** The printing and postal dispatch of tickets in paper form shall be carried out at the expense of the customer, whereby Bayer 04 shall select the dispatch company and provide it with the customer's dispatch data for the performance of the pursuant to Art. 6 para. 1 sentence 1 b) of the EU General Data Protection Regulation ("GDPR"). The risk of loss or of damage to the tickets during shipment shall be borne by Bayer 04. Tickets shall be delivered to the customer regularly within seven (7) working days of order confirmation (cf. Articles 2.2). If the customer has not received any tickets by this time, any loss must be reported immediately to Bayer 04 at the contact address. Tickets lost during shipping will be reissued by Bayer 04 in accordance with Article 7.3.

**6.2 Electronic tickets:** When electronic tickets are transmitted (incl. print@home), the tickets ordered are sent to the customer electronically (e.g. by e-mail) in the form of a 2D barcode and in PDF format or transmitted for retrieval in a mobile app. No delivery charges are levied for the transmission of an electronic ticket. The 2D barcode for access to the stadium grounds must be made permanently available on the smartphone or printed out in legible quality on A4 paper and carried with you at the event. Non-legible 2D barcodes or printouts that are not the fault of Bayer 04 do not generally entitle the holder to access the stadium grounds.

**6.3 Deposit:** If, in case of a short-term order and note through Bayer 04, a timely delivery of the tickets can no longer be ensured, the tickets can be reserved for pickup by the customer at the service points established for such purpose at the stadium is possible in individual cases at the discretion of Bayer 04 for collection. Collection of the tickets shall only be possible by the customer or a third party, who has been authorized by the customer in writing, and upon presentation of a suitable official identification document (identity card, passport, etc.). Bayer 04 shall have the right to request a reasonable service fee. The risk of loss or of damage to the ticket prior to collection shall be borne by the customer, provided that there is no gross negligence or intent on the part of Bayer 04 or the third party commissioned by Bayer 04.

#### 7. Reissuance in case of complaint, defect, loss

**7.1 Complaint:** The customer is obliged to check both order confirmations and the tickets immediately and conscientiously after receipt to ensure that they are free errors, in particular with regard to the number, price, date, event and venue. A complaint about tickets and/or ticket orders which noticeably exhibit a defect must be submitted immediately, i.e. without culpable hesitation, as a rule within five (5) working days of receipt of the order confirmation or the ticket, but no later than seven (7) working days before the respective event, in text form (e-mail is sufficient) or by post to the contact address. In case of tickets and/or ticket orders made within the last seven (7) workdays prior to the respective event and/or in case of other orders pursuant to Article 2.3, in which the ticket is handed over, and/or in case of deposited tickets pursuant to Article 6.3, the complaint must be made immediately, furthermore the previous regulation applies accordingly. Defects within the meaning of Article 7.1 are particularly inadmissible deviations from the order with regard to number, price, date, event, and venue, incorrect print image, missing essential information, such as event or seat number for tickets in paper form and/or visible damage or destruction of the ticket. The postmark or the transmission protocol of email shall be decisive for the adherence to the complaint period. In the event of a justified and timely complaint, Bayer 04 shall issue the customer with a new ticket free of charge in return for the destruction or handover of the ticket complained about in paper form; Bayer 04 shall block electronic tickets in return for corresponding proof of the error and upon proven legitimation of the customer (e.g. sending of a screenshot stating the corresponding order number) and shall issue a new electronic ticket free of charge while rectifying the error. The provisions on complaints expressly do not apply to tickets lost during shipment in accordance with Section 7.3 or to tickets not ordered and to cases in which the reason for the complaint can be proven to be the fault of Bayer 04.

**7.2 Defect:** In case of a technical defect of a ticket or problems with regard to the electronic access control, Bayer 04 will, subject to proven legitimation of the customer, issue a new ticket to the customer while blocking the old ticket or activate the old ticket accordingly. This expressly does not apply to technical defects that were clearly caused by the customer (e.g. damage to the individualization features anchored in or on the ticket (cf. Article 2.6), in the event of a defect in the mobile phone, illegible printout, etc.). For the issuance, Bayer 04 shall have the right to charge a service fee in accordance with the price list, unless Bayer 04 or third parties commissioned by Bayer 04 are verifiably responsible for the defect.

**7.3 Loss:** Bayer 04 must be informed immediately about the loss, i.e. any involuntary loss of tickets purchased from Bayer 04 via the contact address in text form (e-mail is sufficient) or by post. Bayer 04 is entitled to block these tickets immediately after notification. In the event that a ticket subject to electronic access control is lost, the ticket will be reissued following notification,

blocking of the ticket and verification of the customer's legitimacy. Service fees may be charged for the reissue in accordance with the price list, unless Bayer 04 or third parties commissioned by Bayer 04 are demonstrably responsible for the defect. In the event of improper reporting of a loss, Bayer 04 may file criminal charges. For security reasons, a reissue of other lost tickets cannot be carried out.

#### 8. Withdrawal and reimbursement; replacement

**8.1 No right of withdrawal or return:** Even if Bayer 04 offers tickets by means of distant communication in accordance with Article 312c, paragraph 2, German Civil Code, thus constituting a distance contract pursuant to Article 312c, paragraph 1, German Civil Code, the customer, pursuant to Article 312g, paragraph 2, no. 9, German Civil Code, shall have no right of withdrawal when purchasing a ticket. This means that no right of withdrawal within two weeks applies. Consequently every ticket order or bidding confirmed by Bayer 04 is binding and obliges the customer to pay and accept the ordered ticket(s).

**8.2 Exchange and return:** Exchange and return of tickets are basically excluded. If a customer is unable to use his ticket for personal reasons (e.g. illness), a transfer of the ticket to a third party is admissible by way of exception within the framework of the regulation under Article 9.3

**8.3 Adjudgment or abandonment of game:** In case of an adjudgment in time or location of an event definitively scheduled at the time of purchase of the ticket(s), the respective tickets remain valid. The customer may withdraw from the contract in the case of day tickets. This right of withdrawal does not apply in the case of a season ticket. Withdrawal shall be declared in text form (e-mail sufficient) or in writing by post to the contact address. On presentation or return of the ticket at the customer's expense to Bayer 04, in the case of electronic transmitted tickets the customers concerned shall receive the ticket price paid – in case of season tickets on a pro rata basis – or a voucher worth the corresponding ticket price for redemption in the specified Bayer 04 shops, stating the corresponding order number in the declaration of withdrawal, unless the allocation of a voucher is unreasonable for the customer; service and shipping fees shall not be reimbursed. In the case of an abandonment of the game, the customer shall not be entitled to a refund of the paid ticket price, unless Bayer 04 is responsible for the abandonment of the game or a weighing of the conflicting interests of the customer with the interests of Bayer 04 speaks in the individual case for a refund. The final scheduling of an event in accordance with the match schedule shall not be deemed an adjudgment within the meaning of this provision and shall therefore not entitle the customer to withdraw from the contract if the final scheduling of an event had not yet been determined when the ticket was purchased.

**8.4 Replay:** In case of a replay, i.e. the re-setting and/or replay of an event that has already begun and been discontinued in accordance with Section 8.3, the replay shall be deemed a new event; the ticket for the initial event shall not be valid for said new event, unless Bayer 04 expressly points out that the ticket is also valid for the replay. In case of ongoing validity, the customer may withdraw from the contract to the extent that day tickets are concerned. The withdrawal shall be declared in text form (e-mail is sufficient) or in writing by postal mail to the contact address.

**8.5 Cancellation of game and exclusion of the public:** In case of a cancellation of the event without replacement or in case of an event that must take place (in part, if applicable) with the exclusion of spectators according to association or official regulations, both Bayer 04 and the customer concerned shall be entitled to withdraw from the contract for the purchase of tickets for the event concerned. In such a case, Bayer 04 shall also be entitled to block season tickets for individual events. The withdrawal must be declared at least in text form (e-mail is sufficient), in the case of a withdrawal by the customer concerned to the contact address). The consequences of withdrawal set out in Article 8.3 apply.

**8.6 Futile expenses:** In the cases of Articles 8.3 to 8.5, Bayer 04 shall not be liable to the customer or ticket holder for futile expenses (e.g. futile travel and accommodation costs) unless Bayer 04 is responsible for the event causing the change in the contractual relationship or a weighing of the conflicting interests of the customer with the interests of Bayer 04 in each individual case indicates that the customer shall be compensated.

**8.7 Replacement:** The Customer acknowledges that Bayer 04 is entitled, for good cause (e.g. externally ordered access restrictions or health measures), to allocate seats to the customer in the same or a higher category than those ordered; the allocation of a seat in a lower price category is excluded or a corresponding partial refund will be made. In such a case of relocation, the customer has no right of withdrawal or a further claim for compensation.

#### 9. Use and transfer

**9.1 Interest worth protecting:** In order to avoid violence and criminal acts in connection with the visit to the stadium, for the enforcement of stadium bans, for the separation of fans of the two facing teams, and to prevent the non-authorized resale of tickets, particularly for the prevention of ticket speculations (e.g. ticket acquisition with the aim of direct resale or the resale of tickets at increased prices), and to maintain the broadest possible supply of tickets to fans at socially acceptable prices, it is in the interests of both Bayer 04 and its customers and spectators to impose appropriate restrictions on the passing on of tickets.

**9.2 Inadmissible transfer:** Tickets are sold or awarded exclusively for the private, non-commercial use by the customer; any commercial or business resale and any other unauthorized passing on or offering of tickets by the customer is prohibited. In particular, the following shall be deemed to be inadmissible and therefore prohibited passing on or offering,

- offering and/or selling and/or passing on tickets publicly, in particular at auctions or on the Internet (e.g. on eBay Kleinanzeigen, Facebook or other social media platforms) and/or on sales platforms not authorized by Bayer 04 (e.g. viagogo, StubHub etc.), expressly also if the passing on or the ticket offering is made without profit or price premium;
- from transferring tickets at a price higher than the original price according to the respective applicable price list of Bayer 04; a mark-up of up to 10% for the compensation of transaction costs incurred shall be admissible;
- from transferring tickets regularly and/or in a greater quantity either on a game day or spread out over several game days;
- from selling or transferring tickets to commercial or industrial resellers and/or ticket merchants;
- from commercially or industrially using tickets or allowing their use without the prior express written consent of Bayer 04, particularly for the purpose of advertising or marketing, as bonus, promotional gift, prize, or part of an unauthorized hospitality or travel package;
- from transferring tickets to persons which are banned from the stadium or who have been excluded from attending sporting events for security reasons in the last five years, in particular because of participation in disputes in connection with football matches and against whom a stadium ban has been issued during this period, provided that this fact was known or should have been known to the customer;
- from transferring tickets to fans of visiting clubs, provided that this fact was known or should have been known to the customer;
- resell special tickets or pass them on to persons for whom the purpose associated with the respective Special Ticket is not fulfilled; or
- to resell tickets if those tickets have been purchased using automated procedures designed to circumvent restrictions on the number of tickets that may be purchased by any one person (cf. Art. 2.4) or other regulations applicable to the sale of tickets (so-called BOT purchases).

**9.3 Admissible transfer:** A private transfer of a ticket for non-commercial and non-business and non-professional reasons, particularly in individual cases due to illness or other reasons for absence of the customer, shall be admissible if no case of inadmissible transfer pursuant to the regulation in Article 9.2 applies, and

- if the transfer is made via the secondary market platform (available at: <https://www.bayer04.de/de-de/shop/tickets>) and in the manner specified for this purpose on the secondary market platform in accordance with Article 9.4; or
- if (i) the customer expressly indicates to the new ticket holder the validity and the content of these GTTC as well as the required forwarding of information (e.g. first name and surname on request) about the new ticket holder to Bayer 04 in accordance with this Article, (ii) the new ticket holder agrees with the validity of these GTTC between him/her and Bayer 04, (iii) the new



holder agrees to the transfer of his name, address and date of birth to Bayer 04 as well as the processing of this data for the execution of the contract by Bayer 04 and (iv) Bayer 04, at its request, (in particular due to protection or hygiene measures prescribed by the association, authorities or law, but in each case in accordance with the applicable data protection law) stating the personal data of the new ticket holder (regularly name, address and date of birth), is informed in good time about the transfer of the ticket or has implicitly declared the transfer to the new ticket holder to be permissible.

**9.4 Secondary market platform:** As a service for its customers, Bayer 04 grants its customers (e.g. if they are prevented from attending) the option of offering an already purchased ticket for the respective designated match for resale via the secondary market platform at <https://www.bayer04.de/de-shop/tickets> if this is done in accordance with the following regulations:

a) Before offering a ticket for resale, the customer must register online on the secondary market platform, unless he has already registered with the purchase of a ticket or in another way. Bayer 04 reserves the right to reject offers on the secondary market platform in justified individual cases. Season ticket holders are entitled to offer the right to attend the respective designated match as a day ticket. The offer of a ticket does not necessarily lead to a successful resale via the secondary market platform.

b) As soon as a customer has placed an offer for a ticket on the secondary market platform for resale, he undertakes for the duration of the offer placed not to dispose of his right under this ticket (e.g. sale, passing on, access to the event). In the event of infringements, the customer shall be liable for any damage arising as a result. In addition, Bayer 04 reserves the right to impose the sanctions listed in Article 9.6 and/or Article 3.5 against the customer or ticket holder concerned.

c) Bayer 04 shall inform the customer as soon as the ticket has been successfully sold on the secondary market platform. The contractual partner of the secondary market purchaser becomes Bayer 04, not the original customer. Article 2.2 shall apply accordingly to orders for tickets by the secondary market purchaser on the secondary market platform. From this point in time, the customer's offer shall be binding, and the customer shall lose the right of attendance evidenced by his ticket. The customer shall receive a credit note from Bayer 04 in the amount of the (pro rata) original price of the respective ticket less any service, operating and shipping costs incurred by Bayer 04.

**9.5 Data of the new ticket holder:** The processing of the data of the new ticket holder (regularly name, address and date of birth) by Bayer 04 takes place on one hand for the fulfilment of the contracts between him and Bayer 04 and between him and the customer in accordance with Art. 6 para. 1 sentence 1 b) GDPR. On the other hand, this data processing is carried out to safeguard the legitimate interests of Bayer 04 (see Section 9.1) in accordance with Art. 6 para. 1 sentence 1 f) GDPR.

**9.6 Measures in case of inadmissible transfer:** In case of one or several violations of the regulation in Article 9.2 and/or other inadmissible transfer of tickets, Bayer 04 shall be entitled to injunctive relief due to the resulting risk of repetition of such violation. In addition, Bayer 04 has the right

a) to not deliver and/or cancel tickets to the customer concerned if tickets were used contrary to the regulations in Article 9.2 prior to transfer or shipping;

b) to block and cancel the tickets concerned without compensation and to deny the ticket holder access to the stadium or expel him from the stadium without compensation;

c) to exclude customers concerned from ticket purchase for an appropriate period of time but no more than a maximum of five (5) years; decisive for the duration of the ban shall be the number of violations, the number of tickets offered, sold, transferred, or used as well as possible proceeds from the resale;

d) not to deliver to the affected customer any other tickets already purchased by the affected customer concerned from Bayer 04, including tickets for comparable events and to cancel them against reimbursement of the price paid;

e) in case of an inadmissible transfer pursuant to Article 9.2 a) and/or 9.2 b), to request the payment of the excess proceed or profit from the respective customer in accordance with Article 13;

f) to impose a contractual penalty on the customer in accordance with Article 12;

g) to no longer grant privileges to customers concerned, e.g. privileges in connection with the membership at the Bayer 04 Club or in official fan clubs of Bayer 04, and/or to terminate the membership of those customers concerned at the Bayer 04 Club; and/or;

h) to report in an appropriate manner about the incident, on the basis of the legitimate interests of the Club arising from Article 9.1, in accordance with Art. 6 para. 1 sentence 1 lit. f) GDPR, which may also include information about the customer, in order to prevent a future use of the tickets contrary to contract (applicable law: Art. 6 para. 1 sentence 1 f) GDPR)

**10. Access to the stadium and behavior at the stadium**

**10.1 Rules of the stadium:** Access to the stadium is subject to the stadium regulations posted there and available at any time at <https://www.bayer04.de/de-shop/tickets>. By entering the stadium area, each ticket holder acknowledges the stadium regulations and accepts them as binding. The stadium regulations apply irrespective of the validity of these GTTC.

**10.2 Video surveillance:** For the insurance of stadium safety and to support the work of regulatory authorities and law enforcement authorities the stadium and its surroundings are surveilled by video technology according to Article 6 paragraph 1 sentence 1 f) GDPR in conjunction with Article 4 of the German Federal Data Protection Act ("BDSG"). Further on regulatory and law enforcement authorities also may use video surveillance in accordance with their lawful competence to avert danger and criminal prosecution in accordance with the applicable legal provisions (e.g. police law NRW and StPO). The recordings made using a video surveillance system are confidentially handled by Bayer 04. In the event of criminal actions, they can be used as piece of evidence in court. The same shall apply with regard to visual and audio-visual recordings made in accordance with Article 11 which are transmitted to authorities or courts by Bayer 04, or third parties authorized by Bayer 04 or the respective competent association upon request in accordance with Art. 6 paragraph 1 sentence 1 c) or f) GDPR for these purposes. If an event recorded by means of a video surveillance system is carried out uneventfully, the recordings will be deleted in accordance with the applicable data protection regulations, in particular the GDPR and the BDSG.

**10.3 Domiciliary rights:** Bayer 04 or third parties commissioned by Bayer 04 shall have the right to exercise the householder's rights at any time. The instructions from Bayer 04, the police, security personnel and stadium administration must always be followed before, during, and immediately after an event.

**10.4 Right of access:** In general, any customer or ticket holder with a valid right of attendance acquired in accordance with Article 2.6 has the right to access the stadium. Access to the stadium can still be denied if

a) the customer or ticket holder refuses to submit to an appropriate inspection of his person and/or the objects carried by such customer by the security personnel prior to entering the unrestricted area, at the entrance of and/or in the interior of the stadium. Persons who bring items into the stadium without authorisation and/or who evade the checks of the security personnel may be expelled from the stadium premises or be subject to a stadium ban pursuant to Article 10.11. Bayer 04 reserves the right to designate separate checkpoints or entrances for certain items that are to be brought into the stadium; and/or

b) the customer or ticket holder, during the course of the same event, has already entered and subsequently left the unrestricted area of the stadium again; in such case, the ticket shall no longer be valid; and/or

c) the individualization features embodied in or on the tickets (e.g. name, bar-/QR-code, serial number, etc.) have been manipulated, rendered unrecognizable and/or damaged, or if an admission attempt has already been made with the ticket, insofar as Bayer 04 is not responsible for this; and/or

d) the ticket holder is not identical to the respective customer identifiable by individualization criteria printed on the ticket, unless it constitutes a case of permissible transfer pursuant to

Article 9.3; and/or

e) if technical failures that are clearly attributable to the ticket holder (e.g. smartphone defective, printout not legible, etc.) mean that electronic access control is not possible. In the event of a justified refusal of access, the customer or ticket holder shall not be entitled to compensation.

**10.5 Special access conditions:** For good cause, e.g. due to externally ordered health or other necessary security measures, Bayer 04 shall be entitled (and, if applicable, obliged) within the framework of data protection law to stipulate special access conditions for ticket purchases or stadium attendance and also to enforce compliance with such conditions vis-à-vis the customer or ticket holder:

a) Bayer 04 is entitled to make certain requirements and/or proof a condition for the purchase of the ticket and/or the stay in the stadium (e.g. proof of health status) and to have the ticket holder provide evidence of this proof as a condition of admission immediately prior to admission to the stadium and to check compliance with the specified requirements.

b) Bayer 04 is entitled to subject access to and stay in the stadium to additional regulations, provisions and requirements (e.g. provision of further personal data; access to the stadium only during certain time windows). These will be made available to the customer in good time and must be observed by all ticket holders from the time they are announced.

c) If the customer or ticket holder is unable to fulfil the special admission conditions according to Article 10.5 a) and b), Bayer 04 may refuse the ticket purchase, or the stadium stay. Claims for recourse against Bayer 04 are excluded in such a case.

d) If Bayer 04 only announces special admission conditions in accordance with Article 10.5 a) and b) after the customer has purchased the corresponding tickets, the customer may withdraw from the contract, in the case of season tickets partially with regard to the event concerned, if applicable. The consequences of withdrawal set out in Article 8.3 shall apply. A right of withdrawal does not exist if the special admission conditions pursuant to Article 10.5 a) and b) were already generally known at the time of ticket purchase or expires at the latest upon the customer's entry to the stadium grounds. Claims for recourse by the ticket holder are excluded in such case.

**10.6 Information duty:** Every ticket holder is obliged to inform himself in good time in advance of an event in the stadium about possible postponements, spectator exclusions and further applicable regulations. The current information is available at [www.bayer04.de](http://www.bayer04.de).

**10.7 Seat assignment:** Every ticket holder must take the same seat in the stadium that is indicated on his ticket or for which the ticket is valid. Deviating from the aforementioned, the customer shall be obligated to accept a different seat upon request by Bayer 04 or the security personnel if this is required due to weighty factual reasons (e.g. safety aspects); in such case, no claim for compensation shall apply.

**10.8 Fan blocks:** Blocks C, SC, D, SD, E, and SE as well as further individually marked blocks in the stadium are the home areas for the fans of Bayer 04 ("home area"). In these home areas and further designated areas in the stadium, the view might be obstructed particularly due to the waving of flags. Complaints or claims for compensation based on these limitations shall be excluded. Since Bayer 04 is obligated for safety reasons to separate the fans of opposing teams, fans of the respective visiting team or persons who can be considered to be fans of the visiting team due to their behavior or outward appearance ("guest fans") shall not be allowed access to and/or stay in the home area of the stadium for safety reasons. Bayer 04, the police, and the security personnel shall have the right to deny guest fans access to the home area or a block immediately adjacent to the home area of the stadium, even if they hold a valid ticket, and/or to expel such persons from the home area or a block immediately adjacent to the home area and move them to the guest area of the stadium if a sufficient number of seats are still available. If no other suitable seat can be offered, the person concerned can be expelled from the stadium or access to the stadium denied; in such case, no claim for compensation shall apply.

**10.9 Improper conduct at the stadium:** Every ticket holder is obligated to behave in the stadium in such a way that the property and legal interests of Bayer 04 and all other persons present at events in the stadium are not impaired and/or endangered. In particular, provocative behaviour that could lead to an altercation with other spectators or other persons present at the event is prohibited. The rules of conduct in accordance with this Article 10.9 are also intended to avoid material and immaterial damage to Bayer 04 and/or guest clubs by imposing so-called penalties by the respective football association due to the misconduct of home and/or guest spectators.

In case of one or several violations of ticket holders or customers of the rules of conduct listed below - which apply throughout the stadium area and, if not explicitly restricted to the stadium area, on trips, arrivals and departures to Bayer 04 events in or outside the stadium organized by Bayer 04 - Bayer 04, the police and/or the security personnel shall be entitled,

- to confiscate prohibited objects from ticket holders or customers without compensation, and/or

- to deny ticket holders or customers access to the area of the stadium and/or the respective venue and/or expel them from their seat without compensation.

a) It is prohibited to enter the field and/or to climb or pass crowd barriers without corresponding permission.

b) It is prohibited to be obviously inebriated, under the influence of drugs and/or masked, behave violently or in other ways against the public order or convey the impression of such behavior.

c) It is prohibited to carry and/or use the following objects: Weapons, objects that can be used as weapons or missiles, caustic or easily flammable substances, bottles of any kind, cans or other containers made of breakable, splintering, or particularly hard materials, torches, fireworks, smoke candles and powder, Bengal lights and all and any other pyrotechnical objects and all and any substances or mixtures of substances, laser pointers, bulky objects, beverages not purchased at the stadium (exception: non-alcoholic beverages in beverage cartons with a maximum capacity of 500 ml), illegal drugs, articles of clothing that are obviously carried for masking purposes, animals as well as objects that are suited to endanger and/or unduly compromise the safety in and around the stadium, other spectators, players and/or officials.

d) It is prohibited to carry and/or use the following objects: Racist, anti-foreign and/or radical right-wing or left-wing propaganda means, political or religious objects of any kind, including banners, signs, symbols, and flyers, provided that there is reason to assume that said object will be unduly displayed at the stadium. Regardless of the above objects, it is prohibited to voice or propagate inhuman, racist, anti-foreign, politically extremist, obscenely offensive, provocatively insulting, and/or radical left- or right-wing slogans as well as corresponding acts throughout the entire area of the stadium.

e) Attendance at the stadium for the purpose of media reporting about the event (television, radio, internet, print, photo) and/or the collection of game data shall only be permissible upon prior consent by Bayer 04 and in the areas dedicated specifically for such purposes. The collection and/or gathering and/or transmission and/or production and/or dissemination of information or data about the course of the match (e.g. event or position data), the behaviour or other factors in a match (whether with electronic devices or otherwise) for commercial purposes (in particular for resale or for betting and gambling) in the stadium is also prohibited, unless Bayer 04 has given its express consent. Further, it is prohibited to assist other persons in such activities. Devices or equipment that can be used for such activities may not be brought into the stadium without the express authorisation of Bayer 04.

Without the prior consent of Bayer 04, it is not permitted to record, collect or distribute sounds, photos and/or images, descriptions or results or data of the event live or time-delayed, unless this is done exclusively for private, non-commercial use. Any commercial use, by whatever means and by whomever, requires the prior written consent of Bayer 04. In any case, it is prohibited to transmit and/or publicly disseminate image, sound and/or video recordings, in whole or in part, live or time-delayed, via the Internet and/or other media (including mobile devices, e.g. smartphones, tablets) and/or to assist other persons in such activities. Devices or equipment that can be used for such activities as intended may not be brought into the stadium without the prior consent of Bayer 04 or third parties authorized by Bayer 04.

f) Acts that could result in a direct or indirect association with Bayer 04, DFL Deutsche Fußball Liga e.V. ("DFL e.V."), DFL Deutsche Fußball Liga GmbH ("DFL GmbH"), Deutscher Fußball Bund e.V. ("DFB") and/or the Union of European Football Associations ("UEFA"), the event or parts thereof, are prohibited throughout the entire area of the stadium without prior written consent by Bayer 04 or third parties authorized by Bayer 04. In the area of the stadium, it is particularly prohibited

i) to establish or to attempt to establish such an association with the unauthorized use of brands, logos, or other identifiers or in other ways;

ii) to purposefully engage in commercial advertisement of any kind, e.g. distribute advertising brochures or other written information which relate to a business, an article or a service;

iii) to offer, sell or carry with intent to sell beverages, foodstuff, souvenirs, clothing, or other objects or services.

g) Regardless of the above regulations, the carrying of the following objects shall only be permissible throughout the entire stadium area with prior consent by Bayer 04: Flagpoles and banner poles with a length of more than 1.5 m and/or a diameter of more than 3 m, banners and flags bigger than 2 sqm, mechanically or electrically operated noisemakers, and/or devices for noise or voice amplification.

**10.10 Sanctions in case of prohibited conduct:** In case of serious violations of the regulations in Article 10.9, special access conditions in accordance with Article 10.5 or in case of acts pursuant to Articles 3, 27 of the Freedom of Assembly Act ("VersG"), in case of participation in occasion-related criminal offenses and/or violent acts within or outside the stadium, Bayer 04, in addition to the immediate sanctions in Article 10.9, shall have the right to impose the sanctions listed under and in accordance with the regulation in Article 9.6 and/or Article 3.5 against the customer or ticket holder concerned.

**10.11 Stadium bans:** In case of serious violations of the regulations in Article 10.9 or special access conditions in accordance with Article 10.5 or in case of acts pursuant to Articles 3, 27 VersG, in case of participation in occasion-related criminal offenses and/or violent acts within or outside the stadium, Bayer 04, in addition to the immediate sanctions in Article 10.9 and the sanctions pursuant to Article 10.10, a stadium ban, and in particularly serious cases also a nationwide stadium ban, can be imposed. In this respect, the directive for the uniform handling of stadium bans of the German Football Association (DFB) shall apply, as amended (<https://www.dfb.de/verbandservice/pinwand/stadionverbots-richtlinien/>). The ban shall be notified in writing to the persons concerned. The processing of personal data in connection with stadium bans is always carried out in compliance with the applicable regulations, in particular the GDPR and the BDSG. The DFB is also responsible for forwarding to UEFA and/or FIFA any persons affected by a stadium ban in accordance with section 9 (4) of the DFB guidelines on the harmonized treatment of stadium bans. Bayer 04 reserves the right to pass on customer data to the DFB and/or UEFA upon respective request (cf. UEFA Security Regulations) for the enforcement of stadium bans in accordance with Art. 6 paragraph 1 sentence 1 e) GDPR, insofar as this is necessary to guarantee public safety and security in the stadium.

**10.12 Recourse:** For violations of individual or several spectators of the regulations in Article 10.9, particularly for the burning of Bengal lights and/or the use of other pyrotechnical objects, and/or throwing of objects, and/or unauthorized trespassing of the pitch, Bayer 04, and in case of violations of fans of the away team also the away club, can be fined by the competent associations with a monetary penalty or other sanctions. Bayer 04, or the away club, shall have the right to comprehensively demand recourse or damages according to the requirements of the respective high court jurisdiction resulting from the sanction from those verifiably identified responsible persons. If several persons are responsible, they shall be joint and several debtors pursuant to Article 421, German Civil Code, with the effect that Bayer 04 or the away club shall have the right to hold liable one individual, verifiably identified responsible person with regard to the entire monetary penalty or the entire damages resulting from the sanction for Bayer 04 or the away club if a causal connection existed between the contribution to the act of any verifiably identified responsible persons.

**10.13 Video surveillance:** To ensure stadium security and effective law enforcement, the stadium and, in part, the facilities and their surroundings are monitored by video surveillance in accordance with Art. 6 para. 1 sentence 1 f) GDPR. Corresponding recordings are treated confidentially by Bayer 04, but can serve as evidence in particular in the event of suspicion and/or the occurrence of criminal offences. In addition, Bayer 04 has the legitimate interest pursuant to Art. 6 Para. 1 S. 1 f) GDPR to transmit recordings of the video surveillance to the respective guest club, if necessary for the pronouncement of stadium bans, in order to ensure nationwide stadium security, insofar as conspicuous behaviour by guest fans has occurred at the event. The same shall apply with regard to video and audio recordings made in accordance with Article 11, which Bayer 04 or third parties authorised by Bayer 04 or the respective responsible association transmits to authorities or courts for these purposes upon corresponding request in accordance with Art. 6 para. 1 sentence 1 c) or f) GDPR. If an event recorded by video camera is held without incident, the recordings will be deleted in accordance with the applicable data protection regulations, in particular the GDPR and the BDSG. Insofar as regulatory and law enforcement authorities use video surveillance systems in the stadium and in the vicinity of the stadium in the context of events to avert danger and prosecute offences, this is done under their own responsibility within the meaning of Art. 4 No. 7 GDPR. Further information on data protection can be found in Article 14 and in the corresponding data protection information of Bayer 04 at (<https://www.bayer04.de/de-de/page/datenschutzerklaerung>).

#### **11. Spectator recordings of the event**

**11.1 Recordings of spectators at the events:** Bayer 04 and the respective responsible association (UEFA, DFL e.V., DFL GmbH and/or DFB, see reference to further data protection information set out in Article 16) or third parties commissioned or otherwise authorized by them (e.g. broadcasters, press) may pursuant to Art. 6 paragraph 1 sentence 1 f) GDPR (legitimate interest) independently take visual and audio-visual recordings for public reporting and advertising of the relevant event and competition, which may show the ticket holder as a spectator of the relevant event. The legitimate interest of Bayer 04 or third parties commissioned or otherwise authorized by Bayer 04 (e.g. broadcasting, press) lies in the interest of showing and exploiting the event in question in the media. These visual and audio-visual recordings may be processed, exploited and publicly reproduced by Bayer 04 and the relevant association and the companies affiliated with them pursuant to Section 15 of the German Stock Corporation Act (AktG) and by third parties authorized by them (e.g. broadcasters, press) pursuant to Article 6 (1) sentence 1 f) DSGVO (legitimate interest) within the scope of the same legitimate interest. Details can be found under the linked data protection declaration of Bayer 04 under section 16.

**11.2 Purchase of tickets for additional persons:** If a customer acquires tickets not only for himself but also for other ticket holders with an effective right to visit, the customer is obliged to ensure that the information in Article 11 and 16 is forwarded to the relevant ticket holder, the provisions on the admissibility of the transfer according to sections 9.2 and 9.3 remain unaffected.

**11.3 Competent Association:** The following associations are responsible for organizing the sporting competitions in which Bayer 04 participates:

a) Bundesliga and 2nd Bundesliga: DFL e.V. with registered office at Guilletstraße 44-46, D-60325 Frankfurt am Main, the operational business of which is conducted by DFL GmbH with registered office at Guilletstraße 44-46, D-60325 Frankfurt am Main;

b) DFB Cup: DFB with its registered office at DFB-Campus, Kennedyallee 274, D-60528 Frankfurt/Main; and

c) UEFA Champions League, UEFA Europa League and UEFA Conference League: UEFA with registered office at Route de Genève 46, CH-1260 Nyon.

#### **12. Contractual penalty**

**12.1 Requirements:** In case of a culpable violation of these GTTC by the customer, particularly of one or more regulations in Article 2.4, 9.2 - in particular Article 9.2 lit. a) and b) - or Article 10.9, Bayer 04, in addition to the other possible measures and sanctions according to these GTTC (especially according to Article 10.12) and/or further recourse or legal compensation, in

particular pursuant to tort law, shall have the right to impose on the customer an appropriate contractual penalty in the amount of up to 2,500.- EUR.

**12.2 Amount:** Decisive for the amount of the contractual penalty shall be particularly the number and the intensity of the violations, type and degree of culpability (intent or negligence), attempts and successes of the customer with regard to redress, the question whether and to what extent said person is a repeat offender, and, in case of an unauthorized resale of tickets, the quantity of tickets offered, sold, transferred, or used as well as possible proceeds or profits generated from the resale. The contractual penalty may exceed the proceeds or profits realised from the resale.

#### **13. Payment of excess proceeds**

**13.1 Requirements:** In case of an inadmissible transfer of tickets pursuant to Article 9.2 a) and/or 9.2 b) by the customer, Bayer 04, in addition to imposing a contractual penalty pursuant to Article 12 and in addition to the other possible measures and sanctions according to these GTTC, shall have the right to request full or partial payment from the customer of the excess proceed or profit generated from the inadmissible ticket transfer by such customer.

**13.2 Amount and use:** The criteria specified in Article 12.2 shall be decisive for the question whether and to what extent the excess proceeds are paid. Bayer 04 shall use the skimmed off excess proceeds or profits for the benefit of social purposes (e.g. funding of youth soccer).

#### **14. Liability**

Customers shall visit the area around the stadium and in the stadium at their own risk. Bayer 04, its legal representatives and/or vicarious agents shall be liable for damages in connection with these GTTC and the ticket holder's stay at and in the stadium, irrespective of the legal grounds, in the event of intent or gross negligence or - then limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract - in the event of a breach of material contractual obligations. Essential contractual obligations are those obligations which must be fulfilled in order to make the proper execution of the contract initially possible, the violation of which jeopardizes the attainment of the purpose of the contract, and the observance of which the customer ordinarily relies on. The limitation of liability shall not apply to claims for compensation of damages due to injury to life, body, or health or due to other legally compulsory liability offenses.

#### **15. Contact**

Ticket orders, queries, and any and all matters in connection with tickets from Bayer 04 can be addressed to Bayer 04 via the following contact options:

Bayer 04 Leverkusen Fussball GmbH Service center, Bismarckstrasse 122-124, 51373 Leverkusen, Hotline: 0214 / 5000 1904, Email: [info@bayer04.de](mailto:info@bayer04.de); online ticket shop: <https://www.bayer04.de/de-de/shop/tickets>.

The EU offers an online platform that customers can use to settle disputes regarding consumer affairs out of court: <http://ec.europa.eu/consumers/odr/>.

Bayer 04 is not taking part in any dispute resolution in front of a consumer arbitration board according to German law (Par. 36 VSBG).

#### **16. Data protection**

Further data protection provisions, including the rights of the ticket holder under the GDPR and the contact details of Bayer 04's data protection officer, can be found in the data protection declaration available at <https://www.bayer04.de/de-de/page/datenschutzerklaerung>. With regard to the creation and distribution of visual and audio-visual recordings of Bayer 04 events in accordance with Article 11 as well as the transmission of data of customers or ticket holders to ensure security in the stadium, reference is also made to the data protection declaration of the relevant association, to <https://www.dfl.de/de/datenschutz/> for the DFL e.V. and to <https://www.dfb.de/datenschutzerklaerung/> for the DFB as well as the UEFA at <https://de.uefa.com/privacypolicy/>.

#### **17. Choice of law, place of fulfillment, jurisdiction and language**

**17.1 Choice of law:** German law shall apply as long as no mandatory foreign law is applicable that originates from the country of the customer. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

**17.2 Place of fulfillment:** The sole place of fulfillment for delivery, performance, and payment shall be the domicile of Bayer 04 (Leverkusen).

**17.3 Jurisdiction:** The place of jurisdiction for all disputes concerning, arising out or relating to these GTTC and the validity or a transaction based on these GTTC, is Leverkusen to the extent legally permissible. If the customer is a merchant in accordance with the German Commercial Code (HGB), a corporate body under public law, or a public separate estate, has no domestic place of general jurisdiction, or if the domicile or habitual residence in unknown at the time of the institution of legal proceedings, the exclusive jurisdiction for all disputes from and in connection with the contractual relationship shall be Leverkusen. In case of cross-border contracts to a non-consumer customer, Leverkusen shall also be stipulated to be the exclusive jurisdiction for all disputes from the contractual relationship. This does not apply when the customer is a consumer.

**17.4 Language:** In case of uncertainties of the GTTC that occur from differences between the English and the German version the German version shall prevail.

#### **18. Amendments and changes in the existing contractual relationship**

In case of a change of the conditions of the market and/or the legal framework and/or the high-court jurisprudence, Bayer 04 shall have the right, even with regard to existing contractual relationships, to amend and/or change these GTTC and/or the price list with a term of notice of four (4) weeks in advance even in the case of existing contractual relationships with customers (in particular in the case of season tickets in accordance with Section 3), provided that the change is reasonable for the customer taking into account the interests of Bayer 04. For an increase in prices (due to a change in the price list) for existing continuing obligations in accordance with Sections 3.3 and 3.4, this shall only apply in the event of significant changes in market conditions to the detriment of Bayer 04, in particular in the event of a significant increase in matchday costs or other procurement or provision costs, in the event of a change in value added tax or comparable taxes, or in the event of a significant change in the consumer price index of the Federal Statistical Office (min. an increase of 0.5 percentage points compared to the same period of the previous year) is permissible. All changes shall be announced to the customer in writing or via email if the customer agreed to this form of correspondence - online (e.g. by e-mail). The amendments or changes shall be deemed approved if the customer has not objected in writing or via email or online within a period of four (4) weeks after receipt of the changes and/or amendments, provided that Bayer 04 has expressly referred to this circumstance of assumption of approval in the notification of change. A possible objection by the customer must be addressed to the contact address. An objection entitles Bayer 04 to extraordinary termination of the legal relationship concerned. Changes in the prices for existing continuing obligations in accordance with sections 3.3 and 3.4 shall only apply to the new season.

#### **19. Severability clause**

In case individual provisions of these GTTC are entirely or partly invalid, the validity of the remaining provisions or the remaining parts of such provisions shall not be affected. The parties agree to negotiate in good faith in order to replace an invalid provision with a provision which closely approximates the economic purpose of the invalid provision. The same shall apply to a loophole within these GTTC.

As of 1 July 2024