



GENERAL TICKET TERMS AND CONDITIONS ("GTTC") OF BAYER 04 LEVERKUSEN FUSSBALL GMBH

Convenience Translation



1. Scope of the GTTC

1.1 Scope of Application: These GTTC govern the legal relationship arising from the purchase or use of admission tickets, i.e. single-match or season tickets, second-half season tickets or other tickets such as special tickets or complimentary tickets (collectively, "Ticket" or "Tickets") issued by Bayer 04 Leverkusen Fußball GmbH, Bismarckstr. 122-124, 51373 Leverkusen („Bayer 04“) or by third parties authorised by Bayer 04 („Authorised Sales/Issuing Points“), in particular for attendance at events, e.g. matches of the licensed men's team or other Bayer 04 teams, e.g. the women's team or the reserve men's team (including where such matches are played in, e.g., the 3rd division), as well as events such as season opening ceremonies, Fest der Freunde, etc., co-organised at least in part by Bayer 04 (collectively, „Events“), and for access to and presence in the BayArena, the Youth Academy Kurtekotten, the Ulrich-Haberland-Stadion and any other venues announced by Bayer 04 at the time of ticket sale or issuance (collectively „Stadium“), unless separate General Terms and Conditions („GTTC“) apply additionally or instead to the relevant Event. This also applies where Events are held at another Bayer 04 venue.

1.2 Away Tickets: These GTTC apply correspondingly to the legal relationship arising from the purchase or use of Tickets valid for away matches of Bayer 04 („Away Tickets“) when such Away Tickets are purchased from Bayer 04 or from sales/issuing points authorised by Bayer 04. Upon entry to stadiums for away matches at the latest, additional regulations (e.g. stadium regulations) or GTTC - in particular those of the respective home club - may apply. Should these GTTC conflict with the regulations of the respective home club, these GTTC shall prevail as between the Customer and Bayer 04. Legal relationships that merely entitle the Customer to submit offers for the purchase of Tickets for matches organised by the respective home club (e.g. the allocation of so-called promo codes) are not covered by these GTTC.

1.3 Guest Tickets: These GTTC apply correspondingly to the legal relationship arising from the receipt of Tickets via the visiting club and/or from the use of such Tickets upon entry to the Stadium at a match of the visiting club. Should these GTTC conflict with the regulations of the respective visiting club, these GTTC shall prevail as between the Customer and Bayer 04.

2. Ticket Order, Contract Formation and Subject Matter

2.1 Purchase Channels: Tickets for Bayer 04 Events are generally available exclusively from Bayer 04, from Authorised Sales/Issuing Points (including the visiting club) or on Bayer 04's official Secondary Market Platform (available at: <https://www.bayer04.de/en-us/shop/tickets>; „Secondary Market Platform“). Information on the authorisation status of a Sales/Issuing Point is available at the contact address pursuant to Section 15 („Contact Address“). Where terms and conditions of Authorised Sales/Issuing Points deviate from these GTTC, these GTTC shall prevail as between the Customer and Bayer 04.

2.2 Online Order: When ordering Tickets online, a personal password is assigned upon registration of the Customer. The Customer is solely responsible for ensuring that no unauthorised third parties gain knowledge of their password. The Customer is liable for all instances of misuse by third parties arising in this connection, unless the Customer is not responsible for such misuse. In the event of an online order, by triggering an order for a Ticket via the designated online command on Bayer 04's website (<http://www.bayer04.de>), the Customer submits a binding offer to conclude a contract with Bayer 04. Bayer 04 confirms receipt of the contractual offer to the Customer online („Order Confirmation“). This Order Confirmation does not constitute acceptance of the Customer's offer but is subject to the availability of the ordered Tickets and to particular circumstances (e.g. safety or health considerations). The contract between Bayer 04 and the Customer on the basis of these GTTC is only concluded upon delivery (including electronic delivery, e.g. by print@home ticket or transmission via app). Until conclusion of the contract, Bayer 04 reserves the right at its own discretion to decline or cancel the order. In the event of non-acceptance or cancellation by Bayer 04, the price already paid will - with the exception of cases governed by Section 2.7 - be refunded to the affected Customers or not charged; Section 8.6 applies correspondingly.

2.3 Other Orders: Where Tickets are ordered through Authorised Pre-sales/Issuing Points, the Bayer 04 business office or service centre, or the ticket hotline, the contract is concluded upon delivery (including electronic delivery, e.g. by print@home ticket or transmission via app, or physical handover of the Ticket) on the basis of these GTTC.

2.4 Special Provisions: Bayer 04 reserves the right at its own discretion to limit the maximum total number of Tickets available for sale in connection with an Event and the maximum number available to any individual Customer, and to grant or refuse ticket discounts and/or preferential conditions.

2.5 Allocation of Alternative Tickets: If the Customer has so consented, in the event of a sell-out of the requested category, Bayer 04 is entitled, in lieu of declining the offer, to allocate Tickets in the next lower category to the Customer and/or to limit the number of Tickets.

2.6 Right of Attendance: Bayer 04, as the Ticket issuer, intends to grant access to Events not to any person but only to those Ticket Holders who have acquired Tickets as Customers from Bayer 04, from an Authorised Sales/Issuing Point, via the Secondary Market Platform or within the framework of a permitted transfer pursuant to Section 9.3, and who satisfy any further conditions of access (e.g. pursuant to Section 10.4). Bayer 04 therefore grants a Right of Attendance („Right of Attendance“) only to its Customers who are identifiable by means of the individualisation features embedded in or on the Ticket (e.g. name imprint, bar and/or QR code, etc.) and/or to secondary purchasers who have lawfully acquired Tickets pursuant to Section 9.3 and who satisfy any further applicable conditions of access (e.g. pursuant to Section 10.4). For the purpose of proving their identity, the Customer or the respective Ticket Holder must carry a suitable official identity document (e.g. national identity card, passport) and present it upon request by Bayer 04 and/or security personnel. Tickets offered for sale on sales platforms not authorised by Bayer 04 or by other third parties do not confer a Right of Attendance under this Section 2.6 and may trigger legal consequences under Sections 9.6 and 10.3. Bayer 04 fulfils its obligations with respect to the Right of Attendance of the Customer or the respective Ticket Holder by granting one-time entry to the Event(s). Bayer 04 is also released from its performance obligations to the Customer if the Ticket Holder has not validly acquired a Right of Attendance under this Section. The Ticket Holder is obliged, upon request by Bayer 04 and subject to applicable data protection requirements, to disclose by which channel and at which price they acquired the Tickets; this may in certain cases also include naming the Ticket seller.

2.7 Unlawful Orders: Regardless of the purchase channel pursuant to Section 2.1, any Ticket purchase is unlawful and entitles Bayer 04 to decline an order, to cancel it without replacement, to refuse delivery or handover, or to withdraw from the contract after its conclusion and to impose a contractual penalty in accordance with Section 12, if

- a) the Ticket purchase is carried out using one or more accounts or (semi-)automated processes (or where compelling indicia thereof exist) that serve, in particular, to circumvent restrictions on the number of Tickets that may be purchased by one person or other regulations applicable to the sale of Tickets (so-called bot or script purchases); or
- b) the Ticket purchase is carried out using an account (or where compelling indicia thereof exist) that is based on the creation of false identities or address data, in particular through the use of invented names or addresses, fictitious names or addresses, or the names or addresses of other persons (so-called fake accounts); or
- c) other compelling indicia exist that justify a well-founded suspicion that the Tickets purchased by the Customer are intended for purchase on the unauthorised secondary market; such compelling indicia exist in particular where Tickets purchased in the past have not been used at all or only to a very limited extent by the Customer themselves, where the Customer's Tickets have repeatedly been offered on the unauthorised secondary market, where Tickets have repeatedly been transferred using anonymous means of communication (e.g. anonymous messaging services such as Telegram and/or chats and/or groups on social media) and anonymous platforms, or where conspicuous or multiple-account-linked credit card details or IP addresses have been used.

2.8 Outstanding Claims Against the Customer: Bayer 04 is entitled to delete Ticket reservations and

to decline orders, even after an Order Confirmation has been sent, if the Customer is in arrears with payments and there are outstanding due claims against them from the same or other contractual relationships with Bayer 04.

3. Season Ticket

3.1 Season Ticket: The issuance of Season Tickets is at the discretion of Bayer 04. Season Tickets may be allocated via a waiting list maintained by Bayer 04 where demand for Season Tickets is particularly high. Registration on the waiting list does not constitute a binding offer, i.e. registration does not confer a right to purchase a Season Ticket.

Each Season Ticket model (e.g. „Bundesliga“, „BundesligaPLUS“ or second-half season ticket, etc.) (collectively, „Season Ticket“ or „Season Tickets“) entitles the Customer who has received or purchased a Season Ticket to attend those Bayer 04 Events for which they have acquired a Right of Attendance. Depending on the Season Ticket purchased, it may also confer preferential rights (e.g. pre-emptive rights in respect of other Tickets). Details of the services included in each Season Ticket are set out in the service description at the time of the Season Ticket order or on the Bayer 04 website (available at: <https://www.bayer04.de/en-us/shop/tickets>). The Season Ticket does not entitle the holder to attend matches not expressly listed in the service description at the time of the Season Ticket order (e.g. special matches, friendly or relegation play-off matches), unless Bayer 04 announces different rules prior to the respective matches.

Subject to the provisions of Sections 3.3 and 3.4, a Season Ticket is valid for a term of one season (1 July of a given year to 30 June of the following year or, due to a postponement, alternative dates communicated by Bayer 04 in text form). Subject to the provisions of Sections 3.3 and 3.4, a second-half season ticket is valid for a term of (seasonal) second half of a season (generally 1 January to 30 June of a given year or, due to a postponement, alternative dates communicated by Bayer 04), regardless of when it is purchased. The validity of the second-half season ticket also covers matches of the first half of the season that take place after 1 January of a given year or second-half season matches that take place before 1 January of a given year. The price of the Season Ticket, eligibility for discounts and the relevant reference dates are governed by the Bayer 04 price list valid at the time of the order, available at <https://www.bayer04.de/en-us/shop/tickets> („Price List“). Each Season Ticket is personalised and issued exclusively as an electronic Ticket (Section 6.1). Printed Tickets in the form of individual match tickets for each match covered by the Season Ticket may be provided at the Customer's cost in accordance with the applicable Price List. Season Ticket holders have no right to be assigned a specific seat. This also applies where the Customer already held a Season Ticket in the previous season.

3.2 Over-capacity: Should certain requirements need to be met by Bayer 04 in connection with the opening of the Stadium or admission of spectators due to construction works or for other material reasons (e.g. externally imposed access restrictions or other security measures), it may occur that the Customer is unable to actually attend every Event for which they have acquired a Right of Attendance pursuant to their Season Ticket. The Customer acknowledges that in such case Bayer 04 is entitled to determine the allocation of Tickets in a transparent and non-discriminatory manner and to also cancel individual Rights of Attendance already acquired in principle. Where Rights of Attendance are cancelled by Bayer 04, the price already paid (in the case of Season Tickets, where applicable on a pro-rata basis) will be refunded to the affected Customer or not charged. Section 8.6 applies correspondingly.

3.3 Subscription: The purchase of a Season Ticket always takes the form of an ongoing obligation („Subscription“). At the beginning of each season, the Customer's new Season Ticket is activated digitally, unless either the Customer or Bayer 04 has given valid notice of termination beforehand.

3.4 Renewal and Termination: The Initial Term of the Subscription ends in accordance with Section 3.1 on 30 June of the season in which the relevant purchase was made („Initial Term“). During the Initial Term, early ordinary termination of the Season Ticket by the Customer is generally excluded. Upon delivery of the Season Ticket for the following season pursuant to Section 3.3, the Subscription automatically continues for an indefinite period unless the Customer or Bayer 04 terminates the Subscription no later than 31 May of the relevant year with effect from the end of the Initial Term.

After the Subscription has been renewed for an indefinite period, both the Customer and Bayer 04 have the right to terminate at any time with one (1) month's notice. In the case of online contracts, notices of termination within the stated period may be given directly and easily in the Bayer 04 online ticket shop at <https://www.bayer04.de/en-us/shop/tickets>, in text form (email sufficient) or by post to the Contact Address. The relevant date for compliance with the notice period is the date of receipt by the other party.

3.5 Extraordinary Termination: Notwithstanding the provisions of Section 3.4, each party is entitled to terminate the Subscription for good cause extraordinarily - in the case of online contracts, directly and easily in the Bayer 04 online ticket shop at <https://www.bayer04.de/en-us/shop/tickets> - in text form (email sufficient) or by post to the Contact Address. Good cause for Bayer 04 within the meaning of § 314 para. 1 of the German Civil Code (BGB) exists in particular where

- a) Bayer 04 is entitled pursuant to Sections 9.6, 10.8, 10.9 and/or 10.10 to impose any of the legal consequences described in those provisions against the Customer; or
- b) the Customer demonstrably and repeatedly fails to use the Season Ticket (repeated non-use exists where the Customer attends fewer than 10 Bundesliga home matches covered by their Subscription); or
- c) the Customer repeatedly or persistently fails to fulfil their payment obligations towards Bayer 04.

In such cases, Bayer 04 has the right, but not the obligation, to also extraordinarily terminate other ongoing obligations affected by the grounds for termination or Tickets or Subscriptions booked in addition to the Season Ticket (e.g. where a Customer holds multiple Season Tickets or has opted for the „BundesligaPLUS“ model upon purchasing the Subscription or is a member of the Bayer 04 Club). If the Customer has booked the „BundesligaPLUS“ model, Bayer 04 is equally entitled, as an alternative to extraordinary termination, to downgrade the model purchased by the Customer from „BundesligaPLUS“ to „Bundesliga“.

In the event of an unlawful transfer of the Season Ticket by the Customer pursuant to Section 9.2, in addition to any other measures and sanctions available under these GTTC and without prejudice to any further claims for damages, Bayer 04 is entitled to impose a reasonable contractual penalty in the amount of any remaining balance that the Customer might otherwise be entitled to as a pro-rata refund for outstanding matches, in accordance with Section 12.

3.6 Seat Relocation: A Season Ticket holder may request assignment of a new seat in the Stadium („Seat Relocation“). A Seat Relocation does not constitute termination of the Subscription. The Customer has no right to a Seat Relocation; it is carried out by Bayer 04 as a goodwill gesture and is subject to available capacity and organisational feasibility. Seat Relocations are only possible at the turn of the season; they are generally excluded during the current season, both during the Initial Term and in subsequent seasons. Seat Relocation requests for the new season can only be considered by Bayer 04 if they are submitted during the period communicated by Bayer 04 after the end of the season, during which adjustments to existing Season Ticket seat assignments and holder details may be made („Modification Period“), and in the manner communicated by Bayer 04, generally via the online ticket shop (available at: <https://www.bayer04.de/en-us/shop/tickets>), by telephone or in person to the Contact Address. Service or shipping fees in accordance with the Price List may be charged by Bayer 04 for Seat Relocations.

3.7 Assignment: The provisions of Section 9 apply correspondingly to the transfer of a Season Ticket. In addition, the holder of a Season Ticket may request permanent assignment of the Season Ticket to another person („Assignment“). An Assignment does not constitute termination of the Season Ticket but a transfer of the existing contractual relationship with all rights and obligations to the new Customer. The transferring Customer remains obligated to Bayer 04 until the new Customer has fully assumed the legal relationship with all rights and obligations. The Customer has no right to an Assignment; it is carried out by Bayer 04 as a goodwill gesture. Assignments are only possible at the start of a new season; they are generally excluded during the current season, both during the Initial Term and in subsequent seasons.

The Assignment request can only be submitted during the Modification Period and following appropriate registration of the transferring Customer via the designated button in the Bayer 04 ticket shop at <https://www.bayer04.de/en-us/shop/tickets>. No (partial) refund of the purchase price is made to the transferring Customer. Service or shipping fees in accordance with the Price List may be charged by Bayer 04 for Assignments.

3.8 Special Models: Bayer 04 may at its own discretion temporarily offer special Season Ticket models. The availability of special Season Ticket models is always associated with a specific occasion or purpose to be communicated by Bayer 04 in each case, for which reason special provisions may apply that deviate from the rules applicable to other Season Tickets or Tickets. Details are governed by the applicable Price List.

4. Discounted Tickets

4.1 Discount Eligibility: Bayer 04 may grant discounts for the purchase of single-match tickets and/or Season Tickets; the eligibility criteria for discounts are set out in the Price List. Double discounts are not granted. For the relevant discount, the date on which the Event for which a Ticket is obtained takes place is decisive.

4.2 Proof of Discount Eligibility: The valid official or recognised proof of discount eligibility current at the time of the respective Event must be presented by means of the relevant identification document bearing a photograph when purchasing Tickets and must be carried to each Event and presented upon request by security personnel. If the document is not carried or is not valid at the respective Event, entry to the Stadium may be refused. The refused Customer has no right to compensation. Fraudulent misuse in connection with proof of discount eligibility may be sanctioned by expulsion from the Stadium and by a criminal complaint.

4.3 Children's Tickets: Every child (from birth) requires an admission authorisation in the form of a Ticket. Tickets for children up to and including the age of thirteen (13) may only be purchased together with at least one adult Ticket. Children up to and including the age of thirteen (13) are admitted to the Stadium only when accompanied by an adult with supervisory responsibility holding a valid Ticket. If Bayer 04 issues Tickets for children up to and including the age of three (3) in the form of lap-child tickets, purchase of such Tickets does not create a right to a separate seat.

4.4 Transfer and Upgrade: The transfer of discounted Tickets is subject to the provisions of Section 9 with the additional requirement that a transfer is only possible if the new Ticket Holder also satisfies the relevant discount eligibility conditions and provides proof thereof pursuant to Section 4.2, unless the new Ticket Holder pays, prior to entry to the Stadium, a surcharge in the amount of the difference between the discounted price and the corresponding single-match ticket price on the respective match day (**Upgrade**). A service and, if applicable, shipping fee in accordance with the Price List may be charged by Bayer 04 for an Upgrade. If a Customer's discount eligibility ceases during the term of a Subscription (e.g. upon de-registration from university), an Upgrade is required from the date on which the discount eligibility ceases for the respective match day. If discount eligibility first arises during the term of a Subscription (e.g. upon reaching retirement age after 31 July), a discounted Season Ticket may already be purchased at the start of the season; in this case, an Upgrade is required for all Events until the date on which discount eligibility actually arises. An Upgrade of the entire Subscription may only be carried out during the Modification Period. Discounted single-match tickets may only be purchased if the discount eligibility pursuant to Section 4.1 exists both at the time of purchase and at the time of entry to the Stadium.

4.5 Special Tickets: Bayer 04 may at its own discretion issue Tickets without charging the corresponding fees or charges (**Special Tickets**). The issuance of Special Tickets is always associated with a specific purpose to be communicated by Bayer 04 in each case, for which reason special provisions may apply that deviate from the rules applicable to other Tickets under these GTTC.

4.6 Restrictions: Bayer 04 may restrict the availability of discounted Tickets to specific blocks or price categories and may limit the number thereof. If no discounted Tickets are available, there is no right to a discount, even if the purchaser satisfies the eligibility conditions. Furthermore, the purchase of discounted Tickets may be made conditional upon the purchase of non-discounted Tickets.

5. Payment Terms

5.1 Prices: The ticket price is determined by the Price List valid at the time of the Customer's respective order in relation to the relevant Event - available at <https://www.bayer04.de/en-us/shop/tickets>. Ticket orders are processed only against advance payment and using accepted payment methods (e.g. SEPA direct debit, bank transfer, debit card, credit card, cash payment). In addition to the ticket price, Bayer 04 may charge the Customer, in the event of ticket delivery by post, shipping costs (see Section 6.2) and/or a reasonable service fee for services in the Customer's interest (e.g. printing of a ticket on paper, pre-sale handling fee). These costs are presented to the Customer during the relevant ordering process pursuant to Section 2.2 or 2.3.

5.2 Non-Payment: The invoiced amount must be settled within the stated payment period. Should payment fail for reasons attributable to the Customer (e.g. insufficient credit card or account balance, chargeback), Bayer 04 is entitled to cancel the order without replacement or to electronically block the relevant Tickets; such Tickets lose their validity. Until full payment has been made, the Tickets delivered to the Customer remain the property of Bayer 04. Any additional costs incurred must be reimbursed by the Customer. Bayer 04 reserves 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 will only be collected after invoicing and the Customer will be notified at least one business day in advance. The Customer undertakes to ensure that the account is sufficiently funded. Costs arising from non-payment or chargeback of the direct debit are borne by the Customer, unless the non-payment or chargeback was caused by Bayer 04.

6. Delivery / Transmission

6.1 Electronic Tickets: Upon transmission of electronic Tickets (including print@home), the ordered Tickets are sent to the Customer electronically (e.g. by email) in the form of a QR or barcode or in PDF format, or made available for retrieval via a mobile app. No shipping fees are charged for the delivery of electronic Tickets. The QR and/or barcode for access to the stadium grounds must be permanently available on the smartphone or printed in good legible quality on A4 paper and carried to the Event. Unreadable QR or barcodes or printouts not attributable to Bayer 04's fault generally do not entitle the holder to enter the stadium grounds. The legal basis for the associated processing of personal data is Art. 6 para. 1, sentence 1 lit. b) GDPR.

6.2 Printing and Delivery: In exceptional cases, where Tickets are printed and sent by postal delivery in paper form, this is done at the Customer's expense; Bayer 04 selects the delivery company and provides the Customer's delivery details to it for the purposes of contract performance pursuant to Art. 6 para. 1, sentence 1 lit. b) GDPR. Bayer 04 bears the risk of loss or damage to Tickets during delivery. Tickets are generally delivered to the Customer within seven (7) business days of the Order Confirmation (cf. Section 2.2). If the Customer has not received their Tickets by that time, any loss during delivery must be reported to Bayer 04 immediately at the Contact Address. The reissuance of Tickets lost during delivery by Bayer 04 is subject to Section 7.3.

7. Reissuance in Case of Complaint, Defect or Loss

7.1 Complaint: The Customer is obliged to examine both the Order Confirmation and the Ticket promptly and carefully upon receipt for any errors, in particular with regard to quantity, price, date, event and venue. Complaints regarding Tickets and/or Ticket orders that are recognisably defective must be submitted immediately, i.e. without undue delay, generally within five (5) business days of receipt of the Order Confirmation or the Ticket, but no later than seven (7) business days before the respective Event, in text form (email sufficient) or by post to the Contact Address. For Tickets or Ticket orders placed within the last seven (7) business days before the respective Event, or for other orders pursuant to Section 2.3 where the Ticket is handed over, complaints must be made immediately; the foregoing rule applies correspondingly in all other cases. Defective within the meaning of this Section 7.1 means in particular impermissible deviations from the order with regard to quantity, price, date, event and venue, defective

printing, missing essential information such as the event or seat number on paper Tickets, and/or visible damage or destruction of the Ticket. Compliance with the complaint period is determined by the post-mark date or the email transmission log. In the event of a valid and timely complaint, Bayer 04 will issue a new Ticket to the Customer free of charge upon destruction or return of the defective paper Ticket; electronic Tickets will be blocked by Bayer 04 upon provision of appropriate evidence of the defect and verified identification of the Customer (e.g. submission of a screenshot citing the relevant order number), and a new electronic Ticket correcting the defect will be issued free of charge. The complaint provisions expressly do not apply to Tickets lost during postal delivery pursuant to Section 7.3, to Tickets sent without being ordered, or to cases where the grounds for complaint are demonstrably attributable to Bayer 04.

7.2 Defect: In the event of a technical defect in a Ticket or difficulties with the electronic access control system, Bayer 04 will, upon verified identification of the Customer, block the old Ticket and issue a new one, or release the existing Ticket accordingly. This expressly does not apply to technical defects clearly caused by the Customer (e.g. damage to the individualisation features embedded in or on the Ticket (cf. Section 2.6), a defective mobile phone, an illegible printout, etc.). Service fees in accordance with the Price List may be charged for the reissuance, unless the defect is demonstrably attributable to Bayer 04 or third parties engaged by Bayer 04.

7.3 Loss: Bayer 04 must be notified immediately at the Contact Address in text form (email sufficient) or by post of any loss, i.e. any involuntary loss, of Tickets purchased from Bayer 04. Bayer 04 is entitled to block such Tickets immediately upon receipt of the corresponding notification. In the event of loss of a Ticket subject to electronic access control, the Ticket will be reissued following the corresponding notification, blocking of the Ticket and verification of the Customer's identity. Service fees in accordance with the Price List may be charged for the reissuance, unless the defect is demonstrably attributable to Bayer 04 or third parties engaged by Bayer 04. In the event of fraudulent reporting of a loss, Bayer 04 may file a criminal complaint. Reissuance of other lost Tickets generally cannot be carried out for security reasons.

8. Returns and Refunds; Seat Reassignment

8.1 No Right of Withdrawal or Return: Even where Bayer 04 offers Tickets via means of distance communication within the meaning of § 312c para. 2 of the German Civil Code (BGB) and a distance contract within the meaning of § 312c para. 1 BGB may therefore exist, the Customer has no right of withdrawal pursuant to § 312g para. 2 no. 9 BGB when purchasing a Ticket. This means that no two-week right of withdrawal and return applies. Every offer to purchase or order of Tickets is therefore immediately binding upon confirmation by Bayer 04 and obliges the Customer to accept and pay for the ordered Tickets.

8.2 Exchange and Returns: The exchange and return of Tickets is generally excluded. If a Customer is unable to use their Ticket for personal reasons (e.g. illness), transfer of the Ticket to a third party is exceptionally permissible under Section 9.3.

8.3 Rescheduling or Abandonment of a Match: In the event of a rescheduling or change of venue of an Event that has already been definitively scheduled at the time of purchase of the Ticket(s), the relevant Tickets generally retain their validity. The Customer may, insofar as single-match tickets are concerned, withdraw from the contract. This right of withdrawal does not apply in the case of a Season Ticket. Withdrawal must be declared within 21 days of the Customer becoming aware of the rescheduling or abandonment, in text form (email sufficient) or in writing by post to the Contact Address. The affected Customer will receive a refund of the Ticket price paid - in the case of Season Tickets, on a pro-rata basis - or a voucher to the value of the corresponding Ticket price for use in the designated Bayer 04 shops, against presentation or return (at the Customer's own cost) of the Ticket to Bayer 04, or, in the case of electronically delivered Tickets, by citing the relevant order number in the withdrawal declaration; this does not apply where a voucher would be unreasonable for the Customer. Service and shipping fees will not be refunded. In the event of abandonment of the Event, the Customer has no right to a refund of the Ticket price paid, unless Bayer 04 is responsible for the abandonment or a balancing of the conflicting interests of the Customer and Bayer 04 in the individual case favours a refund. The final, scheduled fixture date of an Event does not constitute a rescheduling within the meaning of this provision and therefore does not entitle the Customer to withdraw, where the definitive date of an Event had not yet been determined at the time of purchase of the Ticket. Bayer 04 is not liable to the Ticket Holder in such cases for wasted expenditure (e.g. travel and accommodation costs).

8.4 Replay: In the case of a replay, i.e. a rescheduled Event that has already commenced and has been interrupted pursuant to Section 8.3, the replay constitutes a new Event; the Ticket for the original Event has no validity for the replay, unless Bayer 04 expressly indicates that the Ticket is also valid for the replay. In the event that the Ticket remains valid, the Customer may, insofar as single-match tickets are concerned, withdraw from the contract within 7 days of Bayer 04 announcing the validity of the Ticket for the replay. Withdrawal must be declared in text form (email sufficient) or in writing by post to the Contact Address. The withdrawal consequences set out in Section 8.3 apply.

8.5 Cancellation and Exclusion of Spectators: In the event of the cancellation of an Event without replacement or of an Event that must take place (partially) without spectators in accordance with federation or regulatory authority requirements, both Bayer 04 and the affected Customer are entitled to withdraw from the contract for the purchase of Tickets for the affected Event. Bayer 04 is also entitled in such a case to block Season Tickets for individual Events. Withdrawal must be declared at a minimum in text form (email sufficient); in the case of withdrawal by the affected Customer, sent to the Contact Address). The withdrawal consequences set out in Section 8.3 apply.

8.6 Wasted Expenditure: In the cases set out in Sections 8.3 to 8.5, Bayer 04 is not liable to the Customer or Ticket Holder for wasted expenditure (e.g. wasted travel and accommodation costs), unless Bayer 04 is responsible for the event that triggered the change to the contractual relationship or a balancing of the conflicting interests of the Customer and Bayer 04 in the individual case favours compensation.

8.7 Seat Reassignment: The Customer acknowledges that Bayer 04 is entitled, due to construction works or for other material reasons (e.g. externally imposed access restrictions or other protection and security measures or seat restrictions), to assign the Customer seats different from those ordered, of the same or a higher category; assignment to a lower price category is excluded, or a corresponding partial refund will be made. In such cases of seat reassignment, the Customer has neither a right of withdrawal nor a right to a refund.

9. Use and Transfer; Measures in the Event of Unlawful Transfer

9.1 Legitimate Interest: In order to prevent acts of violence and criminal offences in connection with Stadium attendance, to enforce Stadium Bans, to separate fans of opposing teams, and to prevent the unauthorised transfer of Tickets, in particular to prevent ticket touting (e.g. purchasing Tickets for the purpose of direct resale or reselling Tickets at inflated prices), and in order to maintain the broadest possible supply of Tickets to fans at socially acceptable prices, it is in the factual and legal interest of both Bayer 04 and its Customers and spectators to reasonably restrict the transfer of Tickets.

9.2 Unlawful Transfer: The sale and issuance of Tickets is exclusively for the private, non-commercial use of the Customer; any commercial or business resale, as well as any other unlawful transfer or offering of Tickets by the Customer, is prohibited and reserved exclusively to Bayer 04. The following shall in particular constitute unlawful and therefore prohibited transfer or offering:

- offering and/or selling and/or transferring Tickets publicly, in particular at auction or on the internet (e.g. via eBay, classified advertising sites, Facebook or other social media platforms) and/or on sales platforms not authorised by Bayer 04 (e.g. viagogo, StubHub, Tiombo, etc.), expressly including where the transfer or offer is made without a profit or price markup;
- transferring Tickets at a price higher than the original price paid pursuant to the applicable Bayer 04 Price List; a markup of up to 10% to cover incurred transaction costs is permissible;
- regularly and/or simultaneously offering or selling or transferring Tickets for purchase or transfer on various sales platforms not authorised by Bayer 04, or in a large number, whether on a single match day or across multiple match days;
- selling or transferring Tickets to commercial or business resellers and/or ticket dealers;
- using or permitting the commercial or business use of Tickets without the express prior written consent of Bayer 04, in particular for advertising, marketing, as a bonus, promotional gift, prize or as part of an unauthorised hospitality or travel package;
- transferring Tickets to persons who are subject to a Stadium Ban or who have been excluded from

attending sporting events for security reasons within the last five years, in particular persons who have been involved in altercations in connection with football matches during that period and against whom a Stadium Ban has been imposed during that time, where the Customer was or should have been aware of this;

- g) transferring Tickets to fans of the visiting club, where the Customer was or should have been aware of this;
- h) reselling Special Tickets or transferring them to persons for whom the purpose associated with the Special Ticket is not fulfilled; or
- i) reselling Tickets where such Tickets were ordered in an unlawful manner (cf. Section 2.7), in particular via customer accounts created by concealing the Customer's true identity using false name or address data, or purchased using automated processes designed to circumvent restrictions on the number of Tickets that may be purchased by one person (cf. Section 2.4) or other regulations applicable to the sale of Tickets (so-called bot or script purchases).

9.3 Permissible Transfer: Private transfer of a Ticket for non-commercial or non-business reasons, in particular in individual cases of illness or other inability of the Customer to attend, is permissible if none of the cases of unlawful transfer within the meaning of Section 9.2 applies and

- a) the transfer is carried out via the Secondary Market Platform (available at: <https://www.bayer04.de/en-us/shop/tickets>) and in the manner prescribed for this purpose on the Secondary Market Platform pursuant to Section 9.4, or
- b) the Customer (1) expressly informs the new Ticket Holder of the applicability and content of these GTTC as well as the necessary transmission of information (e.g. upon request, first and last name) about the new Ticket Holder to Bayer 04 pursuant to this Section, (2) the new Ticket Holder agrees, by purchasing and using the Ticket, to be bound by these GTTC as between the new Ticket Holder and Bayer 04, (3) the new Ticket Holder consents to the disclosure of their name, address and date of birth to Bayer 04 and to the processing of such data by Bayer 04 for the purposes of contract performance, and (4) Bayer 04 is notified in a timely manner, upon its request (in particular due to federation or statutory protection and security requirements, but always in compliance with applicable data protection law), including the personal data of the new Ticket Holder (generally name, address and date of birth), of 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 at its own discretion (e.g. in the event of inability to attend) the opportunity to transfer and/or offer for resale via the Secondary Market Platform at <https://www.bayer04.de/en-us/shop/tickets> an already-purchased Ticket for the designated match in a controlled environment, provided this is done in accordance with the following rules:

- a) Prior to listing a Ticket for resale, the Customer must register or log in online on the Secondary Market Platform, unless they have already registered by purchasing a Ticket or otherwise. Bayer 04 reserves the right in justified individual cases to reject listings on the Secondary Market Platform. Season Ticket holders are entitled to offer their Right of Attendance for the designated match as a single-match ticket. Listing a Ticket does not necessarily lead to a successful resale via the Secondary Market Platform.
- b) Once a Customer has listed an offer for a Ticket on the Secondary Market Platform for resale, they undertake, for the duration of the listed offer, not to exercise any rights in respect of that Ticket (e.g. sale, transfer, entry to the Event). The Customer is liable for any damages arising from any breach. In addition, Bayer 04 reserves the right, in accordance with Sections 9.6 and 3.5, to impose the sanctions listed therein against the affected Customer or Ticket Holder.
- c) Bayer 04 will notify the Customer once the Ticket has been successfully sold on the Secondary Market Platform. Bayer 04, not the original Customer, becomes the contracting party of the secondary purchaser. Section 2.2 applies correspondingly to orders of Tickets by the secondary purchaser on the Secondary Market Platform. From that point on, the Customer's offer is binding and the Customer loses the Right of Attendance embedded in their Ticket. The Customer will receive a credit from Bayer 04 in the amount of the (pro-rata) original price of the relevant 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 (generally name, address and date of birth) by Bayer 04 is carried out, on the one hand, for the performance of the contracts between Bayer 04 and the new Ticket Holder and between the new Ticket Holder and the Customer pursuant to Art. 6 para. 1 sentence 1 lit. b) GDPR. On the other hand, such data processing is carried out to safeguard the legitimate interests of Bayer 04 (cf. Section 9.1) pursuant to Art. 6 para. 1 sentence 1 lit. f) GDPR.

9.6 Measures in the Event of Unlawful Transfer: In the event of one or more breaches of Section 9.2 and/or any other unlawful transfer of Tickets, Bayer 04 has a right to injunctive relief on the basis of the resulting risk of recurrence. In addition, Bayer 04 is entitled to:

- a) decline to deliver and cancel Tickets that have been used, resold, otherwise unlawfully transferred or offered contrary to the provisions of Section 9.2 prior to handover or delivery to the Customer;
- b) block and cancel the affected Tickets without compensation and refuse the Ticket Holder entry to the Stadium without compensation or eject them from the Stadium;
- c) exclude affected Customers from purchasing Tickets for an appropriate period, up to a maximum of five (5) years; the duration of the exclusion shall be determined by the number of breaches, the number of Tickets offered, sold, transferred or used, and any proceeds obtained from resale;
- d) decline to deliver to the affected Customer other Tickets already purchased from Bayer 04, including for comparable Events, and to cancel them with a refund of the purchase price;
- e) in the event of unlawful transfer pursuant to Sections 9.2 a) and/or 9.2 b), demand that the respective Customer pay over the surplus proceeds or profit in accordance with Section 13;
- f) impose a contractual penalty against the Customer pursuant to Section 12;
- g) cease to grant to affected Customers any preferential rights, e.g. those associated with membership of the Bayer 04 Club or official Bayer 04 fan clubs, and/or to terminate the affected Customers' membership of the Bayer 04 Club; and/or
- h) report on the incident in an appropriate manner, on the basis of the legitimate interests of Bayer 04 arising from Section 9.1, pursuant to Art. 6 para. 1 sentence 1 lit. f) GDPR, potentially including information about the Customer, in order to prevent unlawful use of Tickets in the future (legal basis: Art. 6 para. 1 sentence 1 lit. f) GDPR).

10. Access to the Stadium and Conduct in the Stadium

10.1 Stadium Regulations / Ground Rules: Access to the Stadium is subject to the Stadium Regulations displayed there and available at any time at <https://www.bayer04.de/en-us/shop/tickets>. Upon entering the stadium grounds, every Ticket Holder acknowledges and accepts the Stadium Regulations as binding. The Stadium Regulations apply regardless of the validity of these GTTC.

10.2 Domiciliary Right: The exercise of the domiciliary right (Hausrecht) belongs to Bayer 04 or third parties engaged by Bayer 04 at all times. Instructions issued by Bayer 04, the police, security personnel and stadium management before, during and immediately after an Event must always be followed.

10.3 Right of Entry: In principle, every Customer or Ticket Holder who has validly acquired a Right of Attendance pursuant to Section 2.6 is entitled to enter the Stadium. Entry to the Stadium may nonetheless be refused if

- a) the Customer or Ticket Holder refuses to submit to a reasonable check of their person and/or items carried, carried out by security personnel before entering the enclosed grounds, at the entrance and/or in the interior of the Stadium. Persons who introduce prohibited items into the Stadium and/or conceal such items from security checks may be expelled from the stadium grounds or issued with a Stadium Ban pursuant to Section 10.10. Bayer 04 reserves the right to designate specific checkpoints or entrances for certain items that are to be brought into the Stadium; and/or
- b) the Customer or Ticket Holder has already entered the enclosed stadium grounds during the same Event and subsequently left; in this case the Ticket loses its validity; and/or
- c) the individualisation features embedded in or on the Ticket (e.g. name imprint, bar and/or QR code, serial number, etc.) have been manipulated, rendered illegible and/or damaged, or an entry attempt

has already been made using the Ticket, unless this is not attributable to Bayer 04; and/or
d) the Ticket Holder is not the same person as the Customer stored as such and identified via the individualisation features on the Ticket, unless a case of permissible transfer pursuant to Section 9.3 applies, and/or

e) technical failures clearly attributable to the Ticket Holder (e.g. defective smartphone, illegible printout, etc.) prevent electronic access control from being carried out.

In the event of a justified refusal of entry, the Customer or Ticket Holder has no right to compensation.

10.4 Special Conditions of Access: For good cause, e.g. due to externally imposed protection and security measures, Bayer 04 is entitled (and where applicable obliged), within the applicable data protection requirements, to establish special conditions of access for Ticket purchase or for Stadium attendance and to enforce compliance therewith against the Customer or Ticket Holder:

- a) Bayer 04 is entitled to make specific requirements and/or evidence a condition for Ticket purchase and/or Stadium attendance and to require the Ticket Holder to demonstrate compliance with such requirements immediately prior to entry to the Stadium, and to verify that the stated requirements are met.
- b) Bayer 04 is entitled to subject Ticket purchase or Stadium attendance to additional rules, provisions and requirements (e.g. provision of further personal data; entry to the Stadium only within specific time windows). These will be made available to the Customer in a timely manner and are mandatory for all Ticket Holders from the time of announcement.
- c) If the Customer or Ticket Holder is unable to satisfy the special conditions of access pursuant to Sections 10.4 a) and b), Bayer 04 may refuse Ticket purchase or Stadium attendance. Claims for compensation against Bayer 04 are excluded in such cases.
- d) If Bayer 04 announces special conditions of access pursuant to Sections 10.4 a) and b) only after the Customer has already purchased the relevant Tickets, the Customer may withdraw from the contract, in the case of Season Tickets if applicable partially with respect to the affected Event. The withdrawal consequences set out in Section 8.3 apply. No right of withdrawal exists if the special conditions of access pursuant to Sections 10.4 a) and b) had already been publicly announced at the time of Ticket purchase, or it expires at the latest upon the Customer's entry to the stadium grounds. Claims for compensation by the Ticket Holder are excluded in such cases.

10.5 Duty to Obtain Information: Every Ticket Holder is obliged to obtain timely information in advance of an Event at the Stadium about possible postponements, exclusion of spectators and other applicable regulations. The most current information thereon is available at www.bayer04.de.

10.6 Seat Assignment: Every Ticket Holder must occupy the seat in the Stadium indicated on their Ticket or for which their Ticket is valid. In deviation thereof, the Ticket Holder is obliged, upon the instruction of Bayer 04 or security personnel, to take a different seat if this is required for a material and substantive reason (e.g. safety considerations); in such a case, no right to compensation exists.

10.7 Fan Sections: Blocks C, SC, D, SD, E and SE and other individually designated blocks in the Stadium constitute the home supporters' area for Bayer 04 fans ("**Home Section**"). In the Home Section and other designated areas of the Stadium, visual obstructions may occur, in particular due to the waving of flags. Complaints or claims for compensation on account of such restrictions are excluded. Since Bayer 04 is required for security reasons to separate the fans of opposing teams, fans of the respective visiting club or persons who, based on their behaviour or outward appearance, may be regarded as fans of the visiting club ("**Away Supporters**"), are not permitted for security reasons to access and/or remain in the Home Section of the Stadium. Bayer 04, the police and security personnel are entitled to refuse Away Supporters, even where they are in possession of a valid Ticket, access to the Home Section or a block immediately adjacent thereto and/or to eject such persons from the Home Section or a block immediately adjacent thereto and, where sufficient space is available, to direct or have them directed to the away supporters' section of the Stadium. If no other suitable seat can be offered, the person concerned may be expelled from the Stadium and/or refused entry; no right to compensation exists in such a case.

10.8 Disorderly Conduct in the Stadium: Every Ticket Holder is obliged to behave in the Stadium in such a way that the legal interests of Bayer 04, its sponsors and partners, and all other persons present at Events in the Stadium are not impaired and/or endangered. In particular, vandalism and provocative behaviour that may be capable of leading to altercations with other spectators or other persons present at the Event are prohibited. The rules of conduct set out in this Section 10.8 also serve to prevent material and non-material damage to Bayer 04 and/or visiting clubs through the imposition of association fines due to misconduct by home and/or away spectators.

In the event of one or more breaches by Ticket Holders or Customers of the rules of conduct set out below - which apply throughout the stadium grounds and, unless expressly limited to the stadium grounds, at events organised or managed by Bayer 04 and on journeys to and from Bayer 04 Events in or outside the Stadium - Bayer 04, the police and/or security personnel are entitled to:

- confiscate without compensation prohibited items carried by Ticket Holders or Customers; and/or
- refuse Ticket Holders or Customers entry to the stadium grounds and/or the relevant Event venue without compensation and/or to eject them from the Stadium or the grounds.
- a) It is prohibited, without the relevant authorisation, to enter the pitch and/or to climb over or pass through the barriers or perimeter fencing of the stadium interior.
- b) It is prohibited to be visibly intoxicated by alcohol or drugs and/or to be masked, to behave violently or in any other manner contrary to public order, or to give rise to the concern of such behaviour.
- c) It is prohibited to carry and/or use the following items: weapons, objects capable of being used as weapons or projectiles, corrosive and highly flammable substances, bottles of any material, cans or other containers made of breakable, splintering or particularly hard material, flares, fireworks, smoke candles and/or powders, bengal lights and all other pyrotechnic items and substances or substance mixtures of any kind, laser pointers, bulky items, beverages not purchased in the Stadium (exception: non-alcoholic beverages in drinks cartons with a maximum capacity of 500 ml), illegal drugs, items of clothing that are clearly carried for the purpose of disguising one's appearance, animals, and any other items capable of endangering or unreasonably impairing safety in and around the Stadium or other visitors, players and/or officials.
- d) It is prohibited to carry and/or use the following items: racist, xenophobic, extremist, violence-glorifying, antisemitic, discriminatory, anti-foreigner and/or right- or left-wing extremist propaganda material, political or religious items of any kind, including banners, signs, symbols and/or leaflets, where there are grounds to believe that these will be displayed in an inappropriate manner in the Stadium. Irrespective of items carried, expressing or disseminating dehumanising, racist, xenophobic, politically extremist, obscenely offensive, provocatively insulting and/or left- or right-wing extremist slogans and corresponding actions, utterances, gestures and/or an appearance capable of defaming or injuring others, in particular on grounds of skin colour, religion, gender, sexual orientation, descent or ethnic origin, throughout the entire stadium area is prohibited. This also applies to wearing clothing and/or body adornments bearing inscriptions or symbols with a clear racist, xenophobic, homophobic, violence-glorifying, antisemitic, discriminatory, anti-foreigner and/or right- and/or left-wing extremist tendency or content.
- e) Presence in the Stadium for the purpose of media reporting on the Event (television, radio, internet, print, photography) and/or for the collection of match data is only permissible with the prior consent of Bayer 04 and in the areas specifically designated for such purposes. Likewise, without the consent of Bayer 04, the collection and/or recording and/or transmission and/or production and/or dissemination of information or data about the progress of the match (e.g. event or position data), behaviour or other factors in a match (whether by electronic devices or otherwise) for commercial purposes (in particular for resale or for betting and gambling) in the Stadium is prohibited, unless Bayer 04's express consent has been obtained. It is also prohibited to assist others in such activities. Devices or installations 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 disseminate sounds, photographs and/or images, descriptions or results or data of the Event live or on a time-delayed basis, unless this is done exclusively for private, non-commercial use. Any commercial use, in whatever manner and by whomsoever, requires the prior written consent of Bayer 04. In any case, it is prohibited to transmit and/or publicly disseminate audio, sound and/or video recordings, in whole or in part, live or on a time-delayed basis, via the internet and/or other media (including mobile devices,

such as smartphones and tablets) and/or to assist other persons in such activities. Bayer 04 hereby draws attention to the fact that DFL Deutsche Fußball Liga GmbH („DFL GmbH“), Deutscher Fußball-Bund e.V. („DFB“) and/or the Union of European Football Associations („UEFA“) are entitled to delete or have deleted recordings transmitted and/or publicly reproduced in breach of this provision. Devices or installations that by their nature can be used for such activities may not be brought into the Stadium without the prior consent of Bayer 04 or third parties authorised by Bayer 04.

- f) Actions that may lead to a direct or indirect commercial association with Bayer 04, DFL Deutsche Fußball Liga e.V. („DFL e.V.“), DFL GmbH, DFB or UEFA, the Event or any part thereof are prohibited throughout the entire Stadium without the prior written consent of Bayer 04 or third parties authorised by Bayer 04. In particular, the following are prohibited within the stadium area:
- creating or attempting to create such an association through the unauthorised use of trademarks, logos or other identifying marks or otherwise;
 - engaging in targeted commercial advertising of any kind, e.g. distributing advertising brochures or other written information relating to a business, matter or service;
 - offering, selling or carrying for the purpose of sale beverages, food, souvenirs, clothing or other items or (services);
- g) Notwithstanding the foregoing provisions, carrying the following items within the entire stadium area is only permitted with the prior consent of Bayer 04: flag and banner poles longer than 1.5 m and/or with a diameter greater than 3 m, double holders, banners, flags and transparencies with an area of more than 2 m², mechanically or electrically operated noise instruments and/or devices for amplifying noise and/or speech.
- h) Banners, transparencies and similar items may only be installed at the designated locations with the consent of Bayer 04. It is always prohibited to cover, drape or otherwise obstruct or prevent full visibility of advertising surfaces, such as perimeter boards, in the Stadium.

10.9 Sanctions for Prohibited Conduct: In the event of breaches of the provisions of Section 10.8 or of special conditions of access pursuant to Section 10.4, of actions pursuant to Sections 3 and 27 of the German Assembly Act (VersG), of participation in event-related criminal offences and/or acts of violence inside or outside the Stadium, Bayer 04 may, in addition to the immediate measures set out in Section 10.8 and in accordance with Sections 9.6 and 3.5, impose the sanctions listed therein against the affected Customer or Ticket Holder.

10.10 Stadium Bans: In the event of serious breaches of the provisions of Section 10.8, of actions pursuant to Sections 3 and 27 of the German Assembly Act (VersG), of participation in event-related criminal offences and/or acts of violence inside or outside the Stadium, in addition to the immediate sanctions pursuant to Section 10.8 and the sanctions pursuant to Section 10.9, a stadium-specific Stadium Ban or, in particularly serious cases, a nationally effective Stadium Ban may be imposed. The DFB Guideline on the Uniform Treatment of Stadium Bans in its currently applicable version applies in this regard (<https://www.dfb.de/verbandsservice/pinwand/stadionverbots-richtlinien/>). The ban is communicated to those affected in writing. The processing of personal data in connection with Stadium Bans is always carried out in compliance with applicable provisions, in particular the GDPR and the German Federal Data Protection Act (BDSG). The DFB also transmits, on its own responsibility and pursuant to § 9 para. 4 of the DFB Guideline on the Uniform Treatment of Stadium Bans, details of persons subject to a Stadium Ban to UEFA and/or FIFA. Bayer 04 reserves the right to transmit Customer data to the DFB and/or UEFA upon request (cf. UEFA Safety Regulations) for the purposes of enforcing Stadium Bans pursuant to Art. 6 para. 1 sentence 1 lit. e) GDPR, to the extent that this is necessary to ensure public safety and stadium safety.

10.11 Right of Recourse / Indemnification: For breaches by individual or multiple spectators and Ticket Holders of the provisions of Section 10.8, in particular for the ignition of bengal lights and/or the use of other pyrotechnic items and/or the throwing of objects and/or the unauthorised entry onto the pitch, Bayer 04 – and in the event of corresponding breaches by fans of the visiting club, also the visiting club – may be subject to a financial penalty or other sanctions by the competent associations. Bayer 04 or the visiting club is entitled to seek full recourse against and/or compensation from any of those demonstrably identified as responsible for such breaches for the resulting damage in accordance with the standards set by the highest courts. In the event that several persons are responsible, they are jointly and severally liable (Gesamtschuldner) within the meaning of § 421 of the German Civil Code (BGB), with the consequence that Bayer 04 or the visiting club may seek recourse from any one demonstrably identified responsible party for the entire damage resulting from the sanction, provided that there is a causal connection between the contributions of all responsible parties. The right of Bayer 04 to seek compensation from a Ticket Holder for damage caused by vandalism or property damage remains unaffected.

10.12 Video Surveillance: In order to ensure and optimise stadium safety, effective law enforcement and to support the work of the relevant authorities, the Stadium and in part its surrounding facilities and environment are subject to video surveillance pursuant to Art. 6 para. 1 sentence 1 lit. f) GDPR. Corresponding recordings are treated confidentially by Bayer 04 but may in particular serve as evidence in the event of suspected and/or actual criminal offences. In addition, Bayer 04 has a legitimate interest pursuant to Art. 6 para. 1 sentence 1 lit. f) GDPR, for the purpose of ensuring nationwide stadium safety, in transmitting video surveillance footage to the respective visiting club, e.g. for the purpose of imposing Stadium Bans, where Away Supporters have caused incidents at the Event. The same applies to the audio-visual recordings created pursuant to Section 11 which Bayer 04 or third parties authorised by Bayer 04 or the competent association transmit, upon appropriate request pursuant to Art. 6 para. 1 sentence 1 lit. c) or f) GDPR, to authorities or courts for these purposes. Where an Event recorded by video camera takes place without incident, the recordings are deleted in accordance with applicable data protection provisions, in particular the GDPR and the BDSG. Where law enforcement and prosecution authorities use video surveillance equipment in the Stadium and in the stadium's surroundings for the purposes of averting danger and prosecuting offenders in connection with Events, this is done on their own responsibility within the meaning of Art. 4 no. 7 GDPR. Further information on data protection is available under Section 16 and in the relevant Bayer 04 privacy policy at (<https://www.bayer04.de/en-us/page/data-privacy-statement>).

11. Recordings of Spectators at Events

11.1 Recordings of Spectators at Events: For the purpose of public reporting and promotion of the relevant Event and the respective competition, Bayer 04 and the competent association (UEFA, DFL e.V., DFL GmbH and/or DFB, see reference to further privacy notices under Section 16) or third parties engaged or otherwise authorised by them in each case (e.g. broadcasting organisations, press) may independently create audio-visual Recordings pursuant to Art. 6 para. 1 sentence 1 lit. f) GDPR (legitimate interest) that may show the Ticket Holder as a spectator at the relevant Event. The legitimate interest of Bayer 04 or third parties engaged or otherwise authorised by Bayer 04 (e.g. broadcasting organisations, press) lies in the interest in also showing and exploiting the relevant Event in the media. These audio-visual Recordings may be processed, exploited and publicly reproduced by Bayer 04 and the competent association and entities affiliated with them pursuant to § 15 of the German Stock Corporation Act (AktG) as well as by third parties authorised by them in each case (e.g. broadcasting organisations, press) pursuant to Art. 6 para. 1 sentence 1 lit. f) GDPR (legitimate interest) in the context of the same legitimate interest. Further details are set out in the linked Bayer 04 privacy policy under Section 16.

11.2 Purchase of Tickets for Other Persons: If a Customer purchases Tickets not only for themselves but also for other Ticket Holders with a valid Right of Attendance, the Customer is required to ensure that the information in Sections 11 and 16 is passed on to the respective Ticket Holder; the provisions governing the permissibility of transfer pursuant to Sections 9.2 and 9.3 remain unaffected.

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

- Bundesliga and 2. Bundesliga: DFL e.V. (registered office at Guillolettstraße 44-46, 60325 Frankfurt am Main), whose operational business is conducted by DFL GmbH (registered office at the same address);
- DFB-Pokal: DFB (registered office at DFB-Campus, Kennedyallee 274, 60528 Frankfurt/Main); and
- UEFA Champions League, UEFA Europa League and UEFA Conference League: UEFA (registered office at Route de Genève 46, CH-1260 Nyon).

12. Contractual Penalty

12.1 Prerequisites: In the event of a culpable breach by the Customer of these GTTC, in particular of one or more provisions of Sections 2.4, 9.2 – especially, Sections 9.2 a) and b) – or 10.8, Bayer 04 is entitled, in addition to any other measures and sanctions available under these GTTC and without prejudice to any further claims for damages (including without prejudice to any claims for recourse / indemnification pursuant to Section 10.11 or pursuant to tort law), to impose a reasonable contractual penalty of up to EUR 2,500 against the Customer.

12.2 Amount: The amount of the contractual penalty shall be determined in particular by the number and severity of the breaches, the nature and degree of culpability (intent or negligence), the Customer's or Ticket Holder's efforts and success in remedying the damage, whether and to what extent the person is a repeat offender, and, in the case of unauthorised resale of Tickets, the number of Tickets offered, sold, transferred or used and any proceeds or profits obtained from resale. The contractual penalty may exceed the proceeds or profits obtained from resale and may be imposed in addition to seeking payment of surplus proceeds.

13. Payment of Surplus Proceeds

13.1 Prerequisites: In the event of unlawful transfer of Tickets pursuant to Sections 9.2 a) and/or 9.2 b) by the Customer, Bayer 04 is entitled, in addition to imposing a contractual penalty pursuant to Section 12 and in addition to any other measures and sanctions available under these GTTC, to demand that the Customer pay over to Bayer 04, in whole or in part, the surplus proceeds or profit obtained from the unlawful ticket transfer.

13.2 Amount and Application: Whether and to what extent the surplus proceeds must be paid over shall be determined by the criteria set out in Section 12.2. Bayer 04 will apply the recovered surplus proceeds or profits to social purposes (e.g. the promotion of youth football).

14. Liability

Presence in the stadium surroundings and in the Stadium is at one's own risk. Bayer 04, its legal representatives and/or vicarious agents are liable for damages in connection with these GTTC and with the Ticket Holder's presence in the stadium surroundings and in the Stadium, regardless of the legal basis, only in cases of intent or gross negligence or – limited to foreseeable, typical contractual damage at the time of conclusion of the contract – in cases of breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment first enables proper performance of the contract, whose breach endangers the achievement of the contractual purpose, and on whose compliance the Customer regularly relies. This limitation of liability does not apply to claims for damages arising from injury to life, limb or health or from any other mandatory statutory grounds for liability.

15. Contact

Ticket orders, enquiries and all matters relating to Bayer 04 Tickets may be addressed to Bayer 04 via the following contact details:

Bayer 04 Leverkusen Fußball GmbH, Service Centre, Bismarckstraße 122-124, 51373 Leverkusen, Telephone: 0214 / 5000 1904, E-Mail: info@bayer04.de; Online Ticket Shop: <https://www.bayer04.de/en-us/shop/tickets>.

Bayer 04 does not participate in dispute resolution proceedings before a consumer arbitration board (see § 36 VSBG).

16. Data Protection

Further data protection provisions, including the Ticket Holder's rights under the GDPR and the contact details of Bayer 04's data protection officer, can be found in the privacy policy available at <https://www.bayer04.de/en-us/page/data-privacy-statement>.

With regard to the creation and distribution of image and audio recordings of Bayer 04 events pursuant to Section 11, as well as the transfer of Customer or Ticket Holder data to ensure stadium security, reference is also made to the privacy policy of the respective competent association – for the DFL e.V. at <https://www.dfl.de/de/datenschutz/> and for the DFB at <https://www.dfb.de/datenschutzerklaerung/> as well as the UEFA at <https://de.uefa.com/privacypolicy/>.

17. Governing Law, Place of Performance, Jurisdiction and Language

17.1 Choice of Law: The mandatory legal provisions of the state (Land) in which the Customer habitually resides shall apply. In all other respects, German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17.2 Place of Performance: The sole place of performance for delivery, services and payment is the registered office of Bayer 04 (Leverkusen).

17.3 Jurisdiction / Dispute Resolution: The place of jurisdiction for all disputes arising out of or in connection with these GTTC and/or their validity or legal transactions based on these GTTC is – to the extent permitted – Leverkusen.

17.4 Language: In the event of any discrepancies between the German and English versions of these GTTC, the German version shall prevail.

18. Additions and Amendments to the Existing Contractual Relationship

In the event of changes in market conditions and/or the legal landscape that necessitate an adjustment to these GTTC, Bayer 04 is entitled to supplement and/or amend these GTTC, even with respect to existing (continuing) contractual relationships (in particular season tickets pursuant to Section 3), provided that the change is reasonable for the Customer when considered in its entirety. With regard to price increases (through changes to the price list) for existing ongoing contractual relationships pursuant to Sections 3.3 and 3.4, the following additionally applies: such increases are permissible only in the event of market conditions and associated total costs that change significantly to the detriment of Bayer 04, and such an increase cannot be set off by offsetting it against other declining cost factors (“Total Cost Increase”). The basis for assessing the total costs includes, in particular, a significant increase in match day costs or other procurement or provision costs, changes in value-added tax or comparable taxes, or a significant change in the consumer price index of the Federal Statistical Office (at least a 0.5 percentage point increase compared to the same period of the previous year); in this regard, prices may only be adjusted by the amount necessary to offset a total cost increase. If the aforementioned assessment criteria change in the Customer's favor, any resulting savings will also be passed on to the customer. Changes to prices for existing ongoing contractual relationships shall always apply only to the respective new season. All changes will be communicated to the Customer in writing or – if the Customer has agreed to this form of correspondence – online (e.g., via email). The additions or changes shall be deemed approved if the Customer has not objected to them in writing or online in the specified manner (e.g., via email) within a period of four (4) weeks after receiving the changes and/or additions, provided that Bayer 04 has expressly referred to this presumption of approval in the notification. An objection entitles Bayer 04 to terminate the relevant legal relationship for cause. In the event of a unilateral change to the existing legal relationship, the Customer is also entitled to terminate the agreement for cause; this applies in particular to price adjustments at the Customer's expense.

19. Final Provision

Should individual clauses of these GTTC be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. In the event of the invalidity of a provision, the parties shall negotiate in good faith to replace it with a provision that most closely approximates the economic purpose of the invalid provision. The same applies to any gap within these GTTC.

Version effective as of the event period beginning 1 July 2026