



# GENERAL TERMS AND CONDNTIONS

## General Terms and Conditions for ticket sales and Stadium Rules of Conduct for the visit to football matches of HERTHA BSC.

The following Terms and Conditions and Stadium Rules for the visit to football matches of HERTHA BSC (hereinafter: organizer) are subject content of a purchase contract for tickets or any other access accreditation which were granted by HERTHA BSC or any other institution authorized by HERTHA BSC.

### §1 AREA OF APPLICATION

Basis for these Stadium Rules are the Rules of Conduct for the Olympiastadion Berlin passed by the *Senatsverwaltung für Inneres und Sport* [City Administration for Internal Affairs and Sport] and the Model Stadium Rules of the German Football League. These apply to all enclosed assembly places and facilities of the Olympiastadion Berlin, as well as other venues on which HERTHA BSC organizes football matches.

### §2 ACCESS TO THE EVENT

Access to the event is subject to these General Terms and Conditions as well as to the Rules of Conduct on display at the venue. Access to the event will only be granted with a valid ticket or other access accreditation issued by HERTHA BSC or other authorized institutions. To visitors with discounted tickets, access will only be granted if the reason for the discount can be proved (for example membership with HERTHA BSC). Tickets cannot be exchanged.

In the case that ticket or access authorization is lost or stolen HERTHA BSC shall not be obliged to issue a replacement ticket. Every visitor shall be obliged to show their ticket or other access accreditation to police or stadium stewards at any time until leaving the stadium and shall be obliged to produce it for inspection upon request. Any kind of misuse of the ticket or access accreditation is strictly forbidden and, in the case of infringements, can lead to confiscation of the ticket or accreditation as well as to sanctions listed in § 6. Misuse means any kind of non-intended use. The ticket is no longer valid on departure from the venue. Children under the age of 14 shall only have access in the company of an adult.

### §3 ENTRY CONTROLS

Every visitor entering the stadium is obliged to show their match ticket and/or accreditation on admission and hand it over for inspection if requested by the person in charge. The appointed safety officials and stewards are entitled to search the visitor upon entering the stadium, including by means of metal detectors (or other technical aids). If required, the security staff are entitled to inspect containers brought onto the premises. Where necessary for the safety of the event, the above-mentioned searches shall be also allowed inside the stadium.

Access to the venue can be denied to people who cannot or are not willing to produce the correct accreditation or to people who represent a security risk. People in a state of inebriation or under the influence of other drugs, hooded persons as well as those wearing clothing indicating a racist or xenophobic attitude shall be excluded from the event. Furthermore people who are subject to a stadium ban or any other access ban for venues issued by HERTHA BSC, DFL, DFB, a member club of DFB, UEFA, FIFA, any other legal decisions or stadium administration that is still in effect shall also be excluded from entering the premises.

### §4 FORBIDDEN ITEMS

It is strictly forbidden to bear or use the following objects within the event venue due to safety reasons: alcoholic drinks, staves longer than 1.5 meter and/or more than 3 cm in diameter, racist, xenophobic and right-wing propaganda material; pyrotechnic articles of any kind, above all fireworks, flares, smoke bombs or rockets; gas spray cans as well as corrosives and dyes containing substances and gas klaxons; gas bottles and containers of any kind, weapons, beverage cans and folding chairs; tetrapacks with more than 1.0 litre holding capacity; plastic bottles of any kind and size; animals. The organizer shall have the possibility to ban any other dangerous objects that could compromise the safety of the event such as bulky items and items that might be used as throwing objects.

### §5 CONDUCT WITHIN STADIUM

Every person within the stadium must behave in a way that does not affect, endanger, interfere or disturb any other person except to the extent made unavoidable by the circumstances. Verbal remarks, slogans or chants as well as gestures and symbols whose nature is to vilify people on the grounds of their skin color, religion, sex, sexual orientation or profession or symbols that have been linked to unconstitutional organizations or that resemble them are prohibited.

All visitors have to follow the instructions issued by the police, fire brigade and the club's stewards. Within the stadium, it is forbidden to sit on any other place than the one indicated on the ticket, exempted are certain grandstands that provide free choice of seating. Furthermore, it is forbidden to stand in the entrances or the exits (emergency exits) of the spectator stands and to also stand on the seats, benches, free seats or to stand in the terraces, and to access the area around the pitch and certain areas and rooms restricted from the public. Furthermore it is strictly forbidden within the venue to throw objects or liquids of any kind, (particularly in the area around the pitch or in the direction of spectator stands), to relieve oneself anywhere other than in the toilets or to litter the stadium in any other way by discarding objects such as confetti, paper shreds, to bring in large amounts of paper rolls, to take pictures, film, process and use video and tape recordings for commercial without any permission by the organizer. If requested the visitor shall hand over those devices to safety officials. The stadium venue shall not be accessed by vehicle without a special permit. It is not allowed to park in any forbidden places, to sell goods or tickets without the permission of the city of Berlin or the administration, to distribute printed material as well as to hold collections of any kind. If required

to do so by the police or the stewards due to security reasons, visitors will have to take a different seat, even a different block other than the one indicated on their tickets.

### §6 SANCTIONS

In case of breach of these stadium rules the offender shall be denied access and/or ejected from the stadium and the offender will be banned from the venue. In case a stadium ban is made against a season ticket holder, the remaining matches of his season ticket may be partly reimbursed upon production of the ticket to the organizer if desired. The right of HERTHA BSC to assert any claims for compensation shall not be excluded and remains reserved. Furthermore the rights concerning the holder of the house rules shall also be reserved

### §7 VENUE

The organizer shall be entitled to change the place of venue in case the use of the Olympiastadion is not possible due to safety reasons or any other reason the organizer is not accountable for. (The visitor shall be entitled to a seat that corresponds to the same standard of seat as issued for the Olympiastadion).

### §8 LIMITATION OF LIABILITY

The organizer shall not be held liable for any damage or loss arising from attendance at the stadium, including physical injury, damage to or loss of property, or other incidents, whether occurring before, during or after the match, with the exception of incidents arising from gross negligence and/or willful misconduct on the part of the organizer, a legal representative or vicarious agents

### §9 CANCELLATION AND INTERRUPTION OF MATCH

If a rescheduling of a match or a change of venue within the city of Berlin is due to unforeseen circumstances as, for instance, weather conditions or safety measures (force majeure), no refunds shall be given to the ticket holder. The ticket(s) shall remain valid for the alternative date. In case of a venue change, the ticket holder shall be entitled to the same standard of seat as indicated on the ticket. Should this not be possible, the purchase price will be refunded upon return of the ticket. Upon request, season ticket holders shall be entitled to a partial refund equivalent to the price for the rescheduled match calculated in proportion to the season ticket price. Since the German Football League [Deutsche Fußball Liga GmbH] and the Union of European Football Associations (UEFA) issue the final match schedules at short notice, the date and kick-off times of matches have often not been established by the conclusion of the contract. Since a match day stretches over several days, the ticket(s) shall remain valid as long as the match day is within the advertised days.

They cannot be returned or exchanged. In these cases no match cancellation or rescheduling takes place. Furthermore, in case a match has been interrupted through no fault of the organizer, a return of the ticket will not be possible. The ticket remains valid for the possible rearranged match. The organizer shall be entitled to cancel a match without providing compensation if this is due to weather conditions (i.e. rain, snow, ice, fog), sickness of players and force majeure. In these cases, the ticket price will be refunded upon return of the ticket. Season ticket holders shall receive a refund calculated in proportion to the season ticket price upon production of the ticket to the organizer. In the case of a change of venue to a stadium outside the city of Berlin the ticket shall remain valid and the ticket holder shall be entitled to the same standard of seat as indicated on the ticket. However, the ticket holder shall be entitled to return their ticket immediately after notice of venue change in the daily press. In case the allocation of a comparable seat is not available or in case the ticket holder makes use of the above-mentioned right to return the ticket, they will get a refund of the purchase price upon returning the ticket.

**The ticket can only be returned by surrendering or sending the original ticket back to the sales office at least two weeks before the new match date.**

### §10 TICKET RESALE

10.1 Hertha BSC follows a fair pricing policy for ticketing that is compliant to the socio-political functions of football. In particular, groups of persons who are economically more disadvantaged should also be able to attend Hertha BSC matches. This is why Hertha BSC reserves the right to not deliberately push the limit on the price range.

For this reason and also in order to avoid violence and crimes in connection with the visit to the stadium, to enforce stadium bans, to separate the fans from the opposing teams during the match, Hertha BSC is interested in limiting the resale of tickets in view of safety considerations, as well.

10.2 The tickets are sold exclusively for private use. The customer commits to buying and using the tickets solely for private purposes. In particular, the customer is prohibited from:

- offering to resell the tickets publicly or via the internet (for instance, eBay, viagogo etc.);
- offering to resell the tickets at an inflated price. A price increase of up to 15% is allowed in order to cover for delivery and transportation costs;
- selling or transferring the tickets to professional commercial resellers and auction platforms; and
- infringing on the rights of Hertha BSC by using the tickets without the consent by Hertha BSC, in particular as advertising gifts, as objects of promotional games or as a bonus;
- passing the tickets on to persons under a stadium ban as long as they are or should have been aware of this ban;
- passing the tickets on to fans of the opposing team as long as they are or should have been aware of this fact. To ensure this, Hertha BSC reserves the right to limit the number of tickets a buyer can purchase per match;

10.3 In case of disease or any other impediment, it is only allowed to pass the tickets to another person if the seller points out to the third party purchaser that they have to accept these General

Terms and Conditions and the buyer has agreed to the validity of the General Terms and Conditions between the person in charge of Hertha BSC

10.4 In the case of infringements against one of the forbidden items and actions listed in Clause 10.2, HERTHA BSC is entitled to:

- impose a stadium ban and to refuse to sell to this person tickets in the future;
- demand the payment of an appropriate contractual penalty of up to € 2000;
- invalidate the ticket concerned (e-tickets, as well), to refuse the bearer of the ticket access to the stadium without any compensation or to eject said person from the stadium;
- to exclude the purchaser concerned from ticket sales from Hertha BSC for up to 5 years. The duration of the exclusion will be determined individually and the following aspects will be considered: number of infractions, quantity of tickets that have been resold and the total revenues;
- internally the club can press charges against the seller and impose sanctions established by the club on them. The club can revoke their membership with the club in cases of serious infringements. Furthermore, Hertha BSC reserves the right to initiate possible civil and penal proceedings.

10.5 Away tickets: These General Terms and Conditions are also valid for the legal relationship established through the purchase and/or the use of the tickets that allow persons access to the away matches of the club if the away tickets have been bought from the club or from the authorized selling points. Should the General Terms and Conditions of the home club be in conflict with these General Terms and Conditions, these General Terms and Conditions shall take precedence.

### §11 SOUND AND IMAGE RECORDINGS

Any ticket holder attending a match acknowledges that use may be made of their voice, image and likeness by means of live or recorded video display, broadcast or other transmission or recording by HERTHA BSC or any authorized third party for the event concerned.

### §12 JURISDICTION AGREEMENT; applicable law

If the contracting party is a merchant pursuant to the German Commercial Code, legal entity of public law or of special fund under public law, Berlin, the city of Hertha BSC's registered office, is the competent court for any dispute arising from this contractual relationship as well as the place of jurisdiction for payment, delivery and services.

**These General Terms and Conditions are governed by German law to the exclusion of UN purchase right.**

### §13 VENDOR

The vendor is Hertha BSC GmbH & Co. KGaA, represented by Hertha BSC Verwaltung GmbH, which is represented by its managing directors Michael Preetz and Ingo Schiller, Hams-Braun-Str., Friesenhaus 2, 2.14053 Berlin, Germany.

### §14 PAYMENT TERMS AND CONDITIONS / PAYMENT IN INSTALLMENTS IN EXCEPTIONAL CASES / DEFAULT OF PAYMENT

14.1 The amount payable for the event tickets is determined by the current price list published by Hertha BSC. Upon issuing the invoice, Hertha BSC adds a handling fee to the price should the ticket be sent to the contracting party. All fees arising from the ordering process shall be payable upon conclusion of the contract.

14.2 The payment can be made in cash, via debit card, using the club's direct debit procedure, credit card or via invoicing, depending on the type of acquisition. If a buyer chooses to use payment by invoice, payment must be effected immediately after receipt of the invoice. The decisive date for determining adherence to the payment deadline is the receipt of payment by Hertha BSC.

14.3 In exceptional cases, which can only be determined by Hertha BSC, the payment can be made in installments. The contracting party will receive respective offers regarding content and deadlines for the installment payment. An agreement concluded for payment in installments can be revoked within 14 days after its conclusion. Hertha BSC has the right to terminate the Installment Agreement in case the contracting party defaults, in whole or in part, on two consecutive installments of default of payment, and the sum in arrears amounts to at least 10% of the installment price and/or, the club has given the purchaser a 14-day period to pay the outstanding debt with the explanation that Hertha BSC, in case of non-fulfillment within this period, will make the entire outstanding debt due and payable. In the event that the outstanding debt is not paid within the specified period, Hertha BSC reserves the right to terminate the event agreement. In the case of season tickets, the amount paid until that date will be calculated at the price for regular day tickets and after the sum has been spent, the remaining tickets will be cancelled.

14.4 Should the contracting party pay the outstanding debts as stated in Clause 14.1, they shall also pay an additional lump sum concerning reminders and processing fees. The contracting partner will be permitted to provide evidence this fee is not applicable or not to this amount. Hertha BSC reserves the right to make additional claims for compensation (cancellation, bank posting etc.).

14.5 Until complete payment has been received, Hertha BSC has the right to deny the contracting party access to the stadium as well as to invalidate the ticket. There is no refund, in whole or in part, for services and parts thereof that have not been used for reasons attributable to the customer.

14.6 In case of payment arrears, Hertha BSC has the right to rescind the event agreement without issuing any reminders so that seats can be allocated to another use.

# RULES OF CONDUCT FOR THE OLYMPIASTADION BERLIN

### §1 AREA OF APPLICATION

The Rules of Conduct are a component of the access permission for visitors and employees of the Olympiastadion Berlin. The rules apply for the enclosed stadium premises, parking lot 04, parking lot 05 and the "Olympiastadion Berlin".

### §2 THE OBJECTIVE OF RULES OF CONDUCTS IS to:

- Prevent injury, damage and danger to people and items,
- Protect the stadium from damage and pollution,
- Ensure a trouble-free progression of events,
- Conserve the historical and cultural character of the premises.

### §3 STAY

1. Only persons with a valid ticket, wearing a special admission pass (for instance, accreditation) or who can prove they are authorized to attend the event may be on the premises. Admission passes must be shown if requested by the police or security staff at the entrance or within the premises at any time. Proof of identity can additionally be requested.

2. Driving and parking within the premises is only allowed with a special authorization pass. Certain restrictions are to be observed. German Traffic Regulations are to be observed on the premises.

3. Spectators are to sit in the seats allocated to them as described on the match or event tickets. The rules listed on the admission pass are to be followed and respected at all times. Designated pathways are to be used within the premises and grounds.

### §4 ENTRY CONTROLS

1. Every visitor has to show a valid ticket or special admission pass to the safety officials or stewards and, upon request, to the police on entering the premises. Visitors also have to produce it for inspection if requested. Failure to do so shall result in access to the stadium being denied. The validity and usage of the tickets are listed in the General Terms and Conditions for tickets issued by the respective organizer.

2. The safety officials or stewards employed by the organizer are allowed to search visitors, including by means of technical aids, to check if they represent a security risk on the grounds that they have consumed alcohol or drugs or if they are in possession of weapons or other dangerous or combustible items.

Subject to the consent of the person, the safety officials or stewards are allowed to search clothes and containers brought onto the premises. Technical aids and tools may also be used.

3. Visitors who cannot show a valid ticket or admission pass, or visitors who represent a security risk or refuse to be searched will not be admitted or allowed within the premises. This also applies to persons who are under a national or international stadium ban. The ticket of any visitor who has been refused entry will not be reimbursed.

### §5 BEHAVIOR ON THE PREMISES

1. All persons entering the premises must behave in a way that does not affect, endanger, interfere or disturb any other person, except to the extent made unavoidable by the circumstances.

2. All persons entering the stadium shall follow the instructions of the police, fire brigade, safety officials, stewards, rescue services, and stadium announcer. **Anyone who deliberately or negligently fails to do so may be ejected from the stadium by the safety personnel, stewards or police.**

3. All persons entering the stadium shall occupy the seat allocated to them as described on their match or event ticket and use the designated access routes.

For security reasons and in order to prevent risks, they shall be obliged to occupy seats other than those indicated on their match/event ticket – including in other blocks – if so requested by safety officials, stewards or police officers.

4. All entrances and exits, together with emergency, escape and rescue routes shall be kept clear. Without prejudice to the Rules of Conducts, further exceptional demands may be made in order to prevent or eliminate danger to life, health or property. Instructions to this effect issued by safety officials, stewards or police officers must be followed.

5. All persons entering the premises are asked to throw their refuse, packages and empty containers into designated garbage containers on the premises. Attention should be paid to the bins for refuse separation.

6. Any person entering the premises irrevocably consents to allowing the organizer, their representatives or their agents to use, free of charge, their image or voice through photographs, live broadcasts, shows and/or any image or sound recordings taken in connection with the visit to the stadium or to the event by means of any current and/or future media technologies. §23(2) *Kunsturhebergesetz* (German law regulating art and copyright issues) will remain unaffected.

### §4 FORBIDDEN ITEMS AND ACTIONS

1. If not stated otherwise by the stadium operator (OStaBG) or event organizer, no one entering the premises is authorized to bring or carry the following items:

- racist, xenophobic, extreme right-wing, national-socialist, or political propaganda material;
- weapons of any kind;
- anything that could be used as a weapon or to cut, thrust or stab with or that might be thrown;
- aerosol sprays, corrosive, flammable substances, dyes, or receptacles containing substances that are harmful to health or are highly flammable (exception: standard pocket lighters);
- bottles (also made from PET and plastic bottles), cups, jugs or cans as well as other objects made of glass or any other fragile, non-shatterproof or especially tough material (non-alcoholic drinks are allowed if in a carton with a maximum of 0.25-litre capacity);
- bulky items such as ladders, stools, (folding) chairs, boxes, big bags, backpacks, suitcases;
- fireworks, flares, smoke bombs, smoke powder or any other or other pyrotechnics;
- flagstaves or banner poles exceeding 1 meter in length or 3 cm in diameter and the so-called double-poles; (smaller flags and banners are permitted provided that they are made from material that is deemed "non-flammable");
- large quantities of paper or paper rolls;
- mechanically and electrically operated sound-emitting devices such as megaphones or gas klaxons;
- alcoholic beverages of any kind;
- animals;
- laser-pointers;
- reflex and other cameras with removable zoom lenses, video cameras or other audio or video recording devices (except when duly authorized by the event organizer);
- all devices used for the purposes of transmitting or disseminating sound, pictures, descriptions or results of events via the internet or other forms of media;
- any advertising, commercial, political, or religious items including banners, signs, symbols or flyers.

2. If not stated otherwise by the stadium operator (OStaBG) or event organizer, every person entering the premises is not authorized to:

- enter the area around the pitch or the pitch itself;
  - express an disseminate any political propaganda and racist, xenophobic, radical right-wing slogans and emblems;
  - climb or go over any building or construction not intended for general use, especially facades, fences, walls, barriers, lighting equipment, camera platforms, trees, masts of any kind and roofs;
  - enter areas (for instance, function rooms, VIP and media areas, etc.) which are closed to the public or for which access is limited to holders of a specific ticket;
  - throw any items or liquids, especially in the direction of a visitor or in the direction of the visitors or the area around the pitch or the pitch itself;
  - start a fire, let off or launch fireworks, flares, smoke powder, smoke bombs or set off pyrotechnical articles;
  - sell products and tickets, to distribute printed material as well as to hold collections of any sort;
  - inscribe, draw or put any stickers on any buildings; constructions or routes;
  - relieve oneself anywhere other than in the toilets or litter the stadium by discarding objects such as garbage, packaging, empty containers etc.;
  - restrict or litter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits;
  - stand on seats in the spectator areas;
  - record, distribute, divulge any sound, images, descriptions or results of any event, in whole or in part, (except for private use) through the internet or any other media - or to assist any other person(s) conducting such activities;
  - publish any photographs or images taken on the premises commercially.
3. Entering the area around the pitch or the pitch itself without proper authorization (§6(2)(a)) shall result in the following sanctions:
- the stadium operator (OStaBG) or the respective event organizer will be forced to press charges on the grounds of trespassing pursuant to § 123 of the German Penal Code.
  - the visitor will be removed from the pitch and ejected from the stadium.
  - the visitor will pay a lump sum amounting to €1000 for handling fees to the stadium operator (OStaBG) or the respective event organizer. We reserve the right to assert further damages.

### §7 LIABILITY

A person's presence on the premises is done at their own risk. Should the stadium operator (OStaBG) or the respective event organizer, legal representatives or vicarious agents be responsible for injury to life, body or health, the stadium operator (OStaBG) or the respective event organizer will be liable, without limitation, according to the legal regulations. In any other case, the stadium operator (OStaBG) or respective event organizer is responsible only for damage arising from willful misconduct and gross negligence by its legal representatives or vicarious agents, unless essential contractual duties have been affected. The responsibility of the stadium operator (OStaBG) or the respective event organizer shall be restricted to the foreseeable loss or damage in case of intentional actions typical for such contract, unless there is a breach of essential contractual duties. Accidents and damages must be reported immediately.

### §8 VIOLATIONS

The prosecution of offenses falls under the local police regulations. The binding effects of the Rules of Conduct for the "Olympiastadion Berlin" start with the access to the stadium premises. The visitor accepts the Rules of Conduct of the "Olympiastadion Berlin" as binding when purchasing a ticket or an admission pass. The Rules of Conduct have to be publicly displayed at the entry points to the stadium.