



General terms and conditions of FC Bayern München AG (FCB) and DO & CO München GmbH (DO & CO) concerning the purchase of entrance tickets for the FC Bayern Erlebniswelt/Arena Tours via the Internet and via the Service Team

1.0 Scope of these terms and conditions

- 1.1 The following terms and conditions apply exclusively to orders for FC Bayern Erlebniswelt or Arena Tours tickets (individual tickets and group bookings) placed with FCB and DO & CO via the Internet (fcbayern.com/erlebniswelt, allianz-arena.com) and/or via the Service Team (Tel. +49 (0)89 699 31 222).
- 1.2 The contractual partner for all ticket orders for the FC Bayern Erlebniswelt or Arena Tours listed in these T&Cs is FCB or DO & CO.

2.0 Contractual items, ticketing options

- 2.1 Contractual items for the FCB Erlebniswelt are individual or group tickets, audio guides, vouchers for the above-mentioned services plus season tickets. In addition, 'Combi-tickets' (FC Bayern Erlebniswelt and Arena Tour) as individual or group tickets plus vouchers for the services and all tickets for Arena Tours as individual or group tickets and vouchers for selected tours (FCB Matchday Tour, Arena Tour, Arena VIP Tour) are also contractual items.
- 2.2 Ticketing options:
- 2.2.1 The services named in section 2.1 relating to tickets for the FCB Erlebniswelt and the Combiticket can be purchased online as individual or group tickets, or as vouchers. Vouchers for the Arena VIP Tour can also be booked online.
- 2.2.2 In addition, the following offers can be booked with the Service Team by phone or email using the contact details given in section 12.1:
- Season ticket for the FC Bayern Erlebniswelt
 - Children's offers (children's birthday parties at the FC Bayern Erlebniswelt, FCB KidsClub birthday tour, Arena Children's Tour, Kids Tour)
 - School class offers (school class program at the FC Bayern Erlebniswelt, School Class Arena Tour)
 - Special guided tours (FC Bayern Erlebniswelt Guided Tour, Disabled Tour, Technology Special Tour, Architecture Special Tour, Gastro Tour, Executive Box Tour, Event Tour, Kick Tour, Taster Tour, Special Tour, Matchday Tour)
 - Meet the Legend (Meet the Legend Guided Tour, Meet the Legend Special).
- 2.2.3 Bookings can also be made by filling out and submitting an application form.
- 2.3 It is also possible to hire the FC Bayern Erlebniswelt as an event venue. Further information on event locations and bookings is available from events@fcb-erlebniswelt.de.
- 2.4 The availability/content of the selected offer, the price plus additional participation and booking conditions are available on the websites fcbayern.com/erlebniswelt, allianz-arena.com, fcbayern.com/kidsclub (for KidsClub birthday offers) or by contacting the Service Team (Tel. +49 89 699 31-222).



3.0 Conclusion of contract, ticket form

- 3.1 The contract takes effect with the confirmation of booking by FCB. Verbal ancillary agreements or alterations /additions to the contract are only binding if confirmed in writing by FCB.
- 3.2 Tickets will be issued either as Print@Home documents or for collection at the box office in the foyer of the FC Bayern Erlebniswelt. Print@Home documents must be printed in DIN A4 format. One copy must be printed for each ticket ordered. The season ticket for the Erlebniswelt is not available as a Print@Home document. Season tickets for the FCB Erlebniswelt are usually available at the box office in the FCB Erlebniswelt foyer. Tickets can be sent via post in special circumstances.
- 3.3 Entrance tickets cannot be returned. Lost tickets cannot be replaced.

4.0 Changes to the number of persons, cancellation

- 4.1 With group tickets, FCB is permitted to charge for the number of persons booked even if the actual number of persons attending is lower than the booked number. If the number of persons attending on the requested date is over 10% higher than the number of persons booked, FCB cannot guarantee that all persons attending can participate in the booked tour. This applies to all guided tours/Arena tours and other offers provided by the FC Bayern Erlebniswelt.
- 4.2 The customer may cancel the contract up to eight days before the agreed date. If the contract is cancelled more than seven working days before the agreed date, the cancellation is free of charge; if cancelled on the seventh working day or later before the agreed date, FCB may charge a cancellation fee amounting to 100% of the contract amount. The cancellation must be submitted to FCB and/or the respective Service Team in written form. Contact details are available in section 12.1.

5.0 Prices, payment, SEPA, complaints, discount

- 5.1 Prices and discounts apply at the point of booking as listed on our websites fcbayern.com/erlebniswelt, allianz-arena.com and fcbayern.com/kidsclub. Discounts will only be provided on presentation of proof of eligibility for the discount.
- 5.2 Orders must be paid in advance via Visa, MasterCard, American Express und PayPal or via direct debit (limited to SEPA bank accounts). If the order cannot be placed due to an invalid debit payment or due to insufficient credit balance, FCB and/or DO & CO is/are permitted to cancel the order without refund or to electronically block the tickets. In such cases, any assertion of claims for damages is explicitly excluded .
In exceptional cases payments can be made on site (before starting a tour). Payments can be made at the cash desk in the foyer at the FC Bayern Erlebniswelt in cash, EC (bank) card or credit card. Valid ID is required for card payments.
- 5.3 Where a payment is agreed via an SEPA direct debit and the customer has provided FCB with the appropriate direct debit mandate, the following applies :
A direct debit payment will be claimed by FCB, as a rule, together with the issuing of an invoice (or via another method of communication agreed with the customer) up to at least one calendar day before the direct debit is due (pre-notification). If payment is made on receipt of payment request (invoice) on time, there will be no pre-notification. The direct debit is claimed in accordance with the due date on the



relevant payment request. If the due date is on a weekend or on a public holiday payment will be taken on the next working day. The customer will receive a pre-notification if purchases are made using a third-party account. The customer is required to inform the account holder of the pending direct debit payment.

- 5.4 The customer is required to check the tickets on receipt for any possible errors relating to number, price and date. A claim relating to an incorrect ticket must be made immediately (within three working days of receipt of the document by the customer in writing via email, fax or post to the contact addresses named in section 12.1. The date stamp or transmission protocol with the email or fax determines the claim deadline. Once the deadline is past there is no right to return or reissue the ticket.
- 5.5 Access to the FC Bayern Erlebniswelt and/or Arena Tour can be refused if the printing on the tickets (field, barcode, QR code, serial number(s), basket or purchaser) has been manipulated and/or damaged or if the barcode/QR code has already been entered on the electronic access system provided that is not caused by FCB or DO & CO.

6.0 Use and resale of tickets, contractual penalty

- 6.1 For safety-related reasons and to prevent resale of tickets at inflated prices, FCB can restrict the resale of tickets.
- 6.2 The customer undertakes and expressly guarantees to purchase and use the tickets exclusively for private purposes. Purchase for commercial or business (i.e. for profit) resale is not permitted.
- 6.3 If FCB finds that the customer has breached one or more of the rules in clause 6.2 FCB can suspend the respective tickets and refuse the customer/ticket holder admission to the stadium without compensation or expel the customer from the stadium, refuse future sales of tickets of any kind to the customer, ban the customer from the premises, and demand payment for each breach of clause 6.2 of a reasonable contractual penalty. The precise level of the contractual penalty will be determined by FCB in the individual case in its reasonable discretion and in the event of a dispute its reasonableness will be examined by the competent court. The contractual penalty will be credited against any claims for damages by FCB arising from the breach.

7.0 Warranty

- 7.1 The determination of match dates by the German Football League (DFL), UEFA or the German Football Association (DFB) means certain dates will initially not be available to book on our online ticketing system. As soon as the matchday is confirmed by one of the above-mentioned associations, previously blocked dates - including the matchday in question if applicable - will then be released for booking. In addition, the staging of miscellaneous events at the Allianz Arena can lead to the blocking or cancellation at short notice of Arena Tours or the closure of the FC Bayern Erlebniswelt.
- FCB and/or DO & CO reserve the right to reject confirmed bookings or cancel booked tours if the offer is not possible due to a football match, another event or other circumstances that make it impossible to provide the offer on the required date. FCB and/or DO & CO will endeavour to provide the customer, if so desired, with a new date for a cancelled tour.



The customer is responsible for providing FCB and/or DO & CO with a current, active email address for the purpose of timely customer information.

- 7.2 The ticket is valid for access to the FC Bayern Erlebniswelt on the relevant day at the stated entry time and/or starting time for the Arena Tour. Arena Tour participants must be at the designated starting point at least 15 minutes before the start of the tour. In the case of a no-show or unduly late arrival the customer forfeits the right to join the Arena Tour; the tour costs will not be refunded.

If entry to the FC Bayern Erlebniswelt and/or the operation of Arena Tours is not possible on the day of your visit due to retroactively scheduled matchdays at the Allianz Arena or for other reasons beyond the control of FCB and/or DO & CO, the ticket remains valid for 12 months from the booked date (as printed on ticket). This warranty is a concession by FCB and/or DO & CO and excludes any right to legal claims. Beyond this, if tours, events and other offers organised by FCB or DO & CO are not possible for reasons beyond the control of FCB or DO & CO, claims for delivery of the services are excluded.

- 7.3 Season tickets for the FC Bayern Erlebniswelt are personalised and non-transferable. They are valid for unlimited visits to the FC Bayern Erlebniswelt within the validity period printed on the ticket. If access to the FC Bayern Erlebniswelt is not possible on the booked date due to retroactively scheduled match days at Allianz Arena, or for other reasons beyond the control of FCB, the validity of the FC Bayern Erlebniswelt season ticket will not be extended or a refund made. Season cards will not be refunded before the expiry date. Lost tickets will not be replaced.

8.0 Force majeure, industrial action

In the event of force majeure and industrial action (lockouts and strikes) that leads to withdrawal of a service, FCB or DO & CO are entitled to withdraw from the contract.

9.0 Data protection and credit assessment

FCB and DO & CO strictly adhere to applicable data protection laws. FCB and DO & CO will only use the data within the scope of legal provisions, such as contractual transactions or to inform the customer of products or services that are similar to previously ordered products or services. You may revoke your consent at any time to any use and transfer of your personal data by us for commercial purposes or for the purposes of market or opinion research at datenschutz@fcb.de. Reminders of the customer's right of revocation will be attached to all promotional materials. In justified cases addresses and solvency data will be shared with credit rating agencies in order to perform a credit check. The service providers will only receive access to such personal information required to fulfil the relevant assessment. Further information regarding protection of your personal data under <https://fcbayern.com/en/privacy>.

10.0 Stadium regulations and liability

- 10.1 The stadium regulations of Allianz Arena München Stadion GmbH are binding. Instructions given by security personnel and other staff members must be



followed. The stadium regulations, site rules and other provisions of the Allianz Arena are available at <http://allianz-arena.com/en/matchday/stadium-by-laws>.

- 10.2 The customer must ensure that all participants of the chosen tour are physically able to take part in the tour. Participants in Arena Tours should have no fear of heights and be able to walk long distances including upstairs or ramps. Participants must also wear suitable footwear.
- 10.3 FCB or DO & CO shall only be liable for damages to the customer or participants in tours booked by the customer due to breach of obligation towards objects of legal protection, other than life, limb or health, if caused by gross negligence or wilful intent. FCB or DO & CO shall also be liable in cases of simple negligence if damages arise due to breach of essential contractual obligations.
- 10.4 The customer is liable for all contamination, structural damage and damages to fixtures, as well as other damages culpably caused by participants of the tour booked by the customer or by the customer him or herself.

11.0 Alternative dispute resolution according to the act of consumer dispute resolution

We would like to point out that we are not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration service.

12.0 Place of fulfilment, jurisdiction

If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a public law special trust, if it has no general place of jurisdiction in Germany or if the address or normal place of residence is unknown at the date that legal action is initiated, the sole place of jurisdiction for all disputes arising from and in connection with the contractual relationship and the place of fulfilment for payments, deliveries and services shall be the registered office of FCB in Munich or DO & CO in Garching.

13.0 Applicable law, subsidiary agreements

Current legal provisions where the customer normally resides apply. Otherwise, German federal law applies.

- 13.1 No verbal subsidiary agreements have been made. Changes to these terms and conditions must be submitted in written form. Transmission via fax or email does not satisfy the written form requirement.

Ticket orders or additional questions concerning ticket sales can be submitted to FCB and DO & CO using the following contact information:

FC Bayern München AG, FC Bayern München Erlebnisswelt, Werner-Heisenberg-Allee 25, 80939 München, Tel. +49 89 699 31-222, Fax +49 89 20 05-40 88, email: tickets@fcb-erlebnisswelt.de.

DO & CO München GmbH, Parkring 35, 85748 Garching, Tel. +49 89 699 31-222, Fax +49 89 20 05-40 88, email tickets@fcb-erlebnisswelt.de.

- 13.2 Should any individual provisions of the above terms and conditions be or become invalid or unenforceable, this will not affect the validity of the contract as a whole nor the remaining provisions.

Version 3.2 dated 25/01/2017