



## FC BAYERN MÜNCHEN AG | GENERAL TICKET TERMS AND CONDITIONS (GTTC)

### 1. Scope

**1.1 Scope of application:** These GTTC apply to the legal relationship that exists through the purchase of day tickets and/or other tickets („ticket(s)“) from the online ticket shop at (fcbayern.com/de/tickets), via the official secondary ticket market (tickets.fcbayern.com/internetverkaufzweitmarkt), via the official business partner portal or via stationary sales (e.g. office, stadium) from FC Bayern München AG („FCB“) and/or where the use of the tickets is justified, especially for visiting events (e.g. Football games), which are at least coorganised by the FCB („events“), as well as admission to and remaining in the stadium, unless separate terms and conditions apply to the event in question („GTC“).

**1.2 Away tickets:** Accordingly, these GTTC also apply to the legal relationship established by the purchase and/or use of tickets granting access to stadiums for away games played by FCB („away tickets“), if the away tickets are purchased by the FCB. Further regulations or terms and conditions may apply, at the latest, upon access to the stadiums in away games, in particular the stadium rules or terms and conditions of the home club. If these GTTC are in conflict with the regulations of the home club, these GTTC have priority in the relationship between the customer and the FCB.

### 2. Reference path, order process, conclusion of the contract and subject matter

**2.1 Reference paths:** Tickets for the events of FCB are, in principle, only available from the FCB via the online ticket shop (Clause 2.2), the official secondary ticket market (Clause 2.3), the official business partner portal (Clause 2.4) and the stationary outlets (2.5). Tickets acquired from third party sources or on platforms that are not authorised by the FCB, do not confer the right to visit in accordance with Clause 2.8 and may result in legal consequences pursuant to Clauses 8.4 and 9.1 on stadium regulations.

**2.2 Online ticket shop:** A ticket request via the online ticket shop for the booking of tickets does not contain a contract offer, but merely a request for the submission of an offer by the customer to the FCB. FCB will confirm receipt of the contract offer to the customer via email. This confirmation does not constitute acceptance of the customer's offer, but is subject to the availability of the ordered tickets and the consideration of special circumstances (e.g. security aspects). Only upon the dispatch (including print@home and mobile tickets) or deposit of tickets (Clause 5), is the contract concluded between the FCB and the customer on the basis of these GTTC. The customer is responsible for ensuring that no unauthorised third parties are aware of his/her access data for the FCB online ticket shop. The customer is liable for any misuse in this context by third parties, unless he/she is not responsible.

**2.3 Ordering from the official secondary ticket market:** The tickets on the official secondary ticket market, which are offered by customers of FCB, do not contain contract offers, but merely requests for the submission of offers by the customer. Only when the customer dispatches the order, is this considered an offer by the customer. FCB will immediately confirm in writing the receipt of his/her order to the email address he/she has provided. Only with the dispatch of the tickets (electronically as a print @ home ticket), on which the name of the authorised second buyer is printed, is the contract concluded on the basis of this GTTC.

**2.4 Business partner portal:** The FCB provides a portal through which business partners and/or fan clubs are authorised to allocate their tickets to guests and/or members. Individual users must complete a registration and email-confirmation process in order to use the portal to acquire tickets. The confirmation email communicates an offer for customers to share personal data and also to accept this GTTC. The contract is concluded through the client's acceptance of this offer, and is legally bound to the terms outlined in these GTTC.

**2.5 Stationary sale:** In the case of a stationary sale, in particular from the office of FCB, the conclusion of the contract between FCB and the customer occurs at the time of the shipment, transfer, or deposit of the tickets (Clause 5) on the basis of these GTTC.

**2.6 Quotas and restrictions:** The FCB reserves the right, at its discre-

tion, to limit the total number of tickets available for sale as part of an event and for the individual customer, and to grant or refuse preferential terms for FCB members and/or registered fan clubs.

**2.7 Allocation of other tickets:** If the requested ticket category is sold out and the client has provided consent, then the FCB reserves the right to allocate a ticket of a neighbouring category in lieu of the requested ticket, as opposed to rejecting the contractual offer.

**2.8 Visitor rights:** By the conclusion of the contract with FCB on the acquisition of one or more tickets, the customer acquires the right to visit the relevant event(s) in accordance with these GTTC, particularly under the provisions of Clause 9 („visitor rights“). The FCB will only grant visitor rights to the customer who has bought the tickets directly from FCB and is identifiable by the printed ticket details and/or other (electronic) features and/or to a second purchaser who has been permitted tickets pursuant to Clause 8.3. The FCB fulfils its contractual obligations to the ticket holder by granting one-time access to the event(s). Only one person is entitled to attend the event per ticket. The access of children is only allowed with a valid ticket. Children up to the age of 14 years must be accompanied by an adult. FCB shall also be released from its obligations to the customer if the ticket holder has not acquired an effective visitor right as per this clause upon entering the stadium. In particular, the FCB, as issuer of the tickets, does not want to grant access to games in the stadium to every ticket holder, but rather a visitor right exists only within the framework of these GTTC. In order to provide proof of identity, a valid form of identification must be carried by the customer and presented to the FCB and/or the security personnel upon request.

### 3. Discounted tickets

**3.1 Discount entitlement:** When issuing tickets, FCB members and registered fan clubs may be given preference and receive corresponding discounts. Only one ticket per member can be purchased at the discounted rate. Season-ticket holders do not receive a membership discount on day tickets. There is no membership discount for DFB Cup games. Children under the age of 14, the disabled, and pensioners of 65 years or over will receive a 50% discount on all seats. Double reductions will not be granted. Decisive for the respective discount entitlement is the day of ticket use. Specific details are based on the current price list of the FCB.

**3.2 Verification of discount entitlement:** An officially accepted document must be provided to prove discount entitlement both when acquiring the tickets and also to be presented to security personnel upon request when entering the stadium. If such documentation is not carried, or is invalid, then entrance to the stadium can be denied; the rejected customer is not entitled to compensation. Offences can be punished with a reprimand from the stadium as well as via legal action.

**3.3 Revaluation:** For the redistribution of reduced tickets, the provisions in Clause 8.3 shall apply, with the additional stipulation that redistribution is only possible if the new ticket holder also fulfils the conditions for reduction of the ticket concerned, unless the new ticket holder pays an additional fee before accessing the stadium to compensate for the difference between the discounted ticket and a corresponding day ticket on the matchday („revaluation“). For the revaluation of a ticket, the FCB can charge a system fee according to the respectively valid price list of the FCB.

### 4. Payment arrangements

**4.1 Ticket prices:** The ticket price is determined by the relevant price list of the FCB or event organiser. Ticket orders are only processed upon prepayment via the accepted payment methods (e.g. SEPA direct debit, debit card, credit card, cash payment). In addition to the ticket price, the FCB can charge the buyer, in the case of a ticket shipment, the shipping costs and/or reasonable system fees for services that are in the interest of the customer.

**4.2 Incomplete/rejected payment:** If the payment is not carried out successfully for reasons for which the customer is responsible (e.g. insufficient credit, chargeback, authentication issues etc.), FCB shall be entitled to cancel the order without replacement, or to electroni-



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cally block the corresponding tickets; the corresponding tickets lose their validity. Any additional costs incurred must be reimbursed by the customer. The assertion of claims for damages remains reserved to the FCB.

**4.3 Billing:** Bills can be sent to customers either in a paper or digital format.

**4.4 SEPA direct debit mandate:** If a payment has been agreed by means of SEPA direct debit and the customer has given FCB a corresponding direct debit mandate, the following applies: An imminent direct debit is announced in advance by the FCB, at least five (5) days (pre-notification) before the due date of the direct debit, together with the invoicing (or via another means of communication agreed with the customer). The charge will be made on the due date stated on the payment request (invoice), a separate pre-notification will not be sent. The collection of the direct debit will take place as per the due date on the respective payment request. If the due date falls on a weekend or a public holiday, the due date will shift to the first following bank business day. In the case of a purchase by a different account holder, the pre-notification will be sent to the customer. The customer will undertake to inform the account holder about the upcoming direct debit. The customer assures that he/she will cover the account. Costs incurred as a result of non-payment or reversal of the direct debit shall be borne by the customer, unless the customer is not responsible for the non-payment or chargeback. Direct debit mandates issued in online trading are considered SEPA direct debit mandates - these will be confirmed to the customer in a separate email.

## 5. Shipping and deposit

**5.1 Shipping:** Shipping costs are to be paid by the customer. The selection of the transport company is carried out by the FCB. Tickets are generally delivered to customers within seven to ten (7-10) days of the order confirmation. The customer should contact the FCB (see contact details under Clause 19) without delay should the tickets not be delivered within this time-frame. Tickets may be reissued by FCB as per the terms of Clause 6.3 (6.1 and 6.2 as well?). No shipping costs are incurred for tickets sent digitally, for example print@home, mobile tickets, and tickets downloaded from the business partner portal.

**5.2 Deposited tickets:** In the case of last minute orders when there is not sufficient time for shipping, tickets will be deposited for collection from an FCB service centre. Tickets can be collected exclusively by the ordering customer, and only upon presentation of a corresponding official identity document. The FCB reserves the right to charge a reasonable administrative fee. The risk of ticket loss or damage is taken by the customer, except for in cases of gross negligence by the FCB or by an FCB-employed agent.

## 6. Reissue in the case of complaint, defect, or loss

**6.1 Ticket complaint:** Complaints pertaining to ticket-orders or tickets that are faulty or damaged must be communicated without any significant delay - generally within five (5) days of the ticket dispatch confirmation email (see Clause 2.2), or up to seven (7) days before the matchday - in writing (including email), via fax, or by letter correspondence to the address given in Clause 19. Complaints pertaining to tickets ordered or confirmed less than seven days before an event - as well as tickets deposited for service centre collection (as per clause 5.2) - must be communicated immediately; otherwise the previous terms apply. Physical, paper tickets considered faulty/erroneous for this clause 6.1 include those with discrepancies from the ticket order with regards to event, date, location or price/quantity, as well as tickets with faulty print-data, missing seat information or visible physical damage. The Complaint Clauses do not apply to tickets lost in the post, or to tickets ordered without shipping, or in cases where the FCB is clearly culpable. Upon presentation of a faulty ticket, the FCB will provide the customer with a replacement ticket free of charge. Postage dates and email records determine official time-frames of communications. The customer's right to cancel, return or exchange tickets ceases upon expiry of the given timeframe.

In the case of ticket orders for away games, the FCB does not offer any rights of return or exchange.

**6.2 Damaged and defective tickets:** Tickets shown to be defective by the electronic entrance system will be blocked by the FCB, and the customer will be issued with a replacement ticket upon presentation of an official identification document. Tickets that have not been checked by the electronic entrance system must be swapped directly through the physical return of the damaged/faulty ticket. FCB may charge an administrative fee, in line with its official price list, unless the FCB or one of its agents is demonstrably culpable for the problem. In the case of ticket orders for away games, the FCB does not offer any rights of return or exchange.

**6.3 Ticket loss:** Lost tickets are to be reported to the FCB without delay. FCB is entitled to block these tickets immediately. Legal action will be taken by FCB in response to false/fraudulent claims regarding ticket loss. For security reasons it is only possible to reissue tickets if there is sufficient processing time before the event (at least two (2) weeks before the event unless FCB or an FCB agent is demonstrably culpable). The FCB cannot reissue tickets for an away game.

## 7. Returns and refunds

**7.1 No automatic right of cancellation or return:** Although some ticket sales are made via distance communication as defined in § 312c (2) BGB (German Civil Code), and thus according to § 312c (1) BGB constitute a distance-selling contract, an exception is made in the case of event tickets according to § 312g (2) No. 9 BGB, meaning the customer has no automatic right of cancellation. A submission or order of tickets is therefore contractually binding immediately upon the confirmation of acceptance by FCB, in accordance with Clauses 2.2, 2.3 and 2.4, and the customer is thus obliged to purchase and pay for the ordered ticket(s).

**7.2 Exchange, return and replacement:** The exchange and return of tickets is generally prohibited. If a customer cannot use a ticket for personal reasons (e.g. illness), then the ticket can be transferred to a third party according to the guidelines stipulated in Clause 8.3. In the case of damaged or faulty tickets, the relevant terms and conditions in Clause 6 apply.

**7.3 Date or venue changes:** Tickets maintain their validity in case of a venue or date change. Under these circumstances, the customer is entitled to exit the contract by cancelling their booking. The cancellation must be communicated either in writing (including via email), by fax, or by mail correspondence to the address given in Clause 19. The customer will be reimbursed the face value of the ticket, once the ticket has been presented or returned to FCB via post at the customer's own expense. Other fees are non-refundable, for example shipping and administrative costs.

**7.4 Replays:** Replays count as new events, meaning the original tickets lose their validity, unless other conditions regarding replays were explicitly communicated by FCB in the contract of the original booking. Should the latter be the case, then the customer is entitled to exit the contract by cancelling their booking. The cancellation must be communicated either in writing (including via email), by fax, or by mail correspondence to the address given in Clause 19. The customer will be reimbursed the face value of the ticket, once the ticket has been presented or returned to FCB via post at the customer's own expense. Other additional costs, for example, administrative and shipping fees are non-refundable.

**7.5 Abandoned matches:** If an unfinished match is forced to be abandoned, for example upon the instruction of the relevant football association (e.g. FIFA, UEFA) or health and safety authorities, then the customer has no right to a ticket refund. An exception may be made - and a refund provided - if the decision to abandon the match was made by FCB, or possibly in exceptional circumstances due to a conflict of interest between FCB and its customers.



**7.6 Match cancellation and spectator exclusion:** If a match is cancelled, or if it is decided by FCB, a relevant football association (e.g. FIFA, UEFA), or other authority that a match is to be played either behind closed doors, or with a reduced audience size, then both the FCB and the customer have the right to cancel the contracts of any affected match tickets. Customers will be reimbursed the face value of their tickets, once the tickets are presented or returned to FCB via post at the individual customer's expense. Other costs such as administrative and shipping fees are nonrefundable.

## 8. Use and resale of tickets, contractual penalty

**8.1 Meaning and purpose:** In order to avoid violence and crime related to the visit to the stadium, to enforce stadium bans, to separate fans of opposing teams, and to prevent the resale of tickets at higher prices, in particular to avoid ticket speculation, and to maintain the ticket sales to fans at socially acceptable prices, it is in the interest of FCB and the spectators to minimise the unauthorised transfer of match tickets.

**8.2 Unauthorised redistribution:** The customer agrees and expressly guarantees that he/she will purchase and use the tickets exclusively for private purposes. The acquisition for business or commercial (i.e. profitable) resale is prohibited. Specifically, the customer is prohibited from:

- offering and/or selling tickets publicly, especially at auctions or on the internet (e.g. via eBay, Facebook, etc.), and/or via non-FCB-authorized sales platforms (e.g. viagogo, seatwave, etc.),
- passing on tickets at a higher value than the price given on the relevant FCB price list,
- passing on tickets regularly and/or in large numbers, be it on a matchday or over several matchdays,
- selling or redistributing tickets to industrial or commercial resellers and/or ticket dealers,
- exploiting or allowing the exploitation of tickets industrially or commercially without the prior written consent of FCB, in particular for advertising, marketing, as a bonus, as a give-away, as an asset or as part of an unauthorised hospitality or travel package,
- passing on tickets to persons against whom a stadium ban has been issued, if the customer was aware of this fact or must have been aware of it,
- passing on tickets to fans of visiting clubs (for fans of home clubs in the case of away matches), if the customer was aware of this fact or must have been aware of it.

**8.3 Permitted redistribution:** A private redistribution of a ticket for non-commercial reasons, in particular in individual cases in the case of illness or otherwise personal impediments to the customer, is permitted if there is no case of improper disclosure in the sense of the regulation in Clause 8.2, and

- the redistribution takes place via the official secondary ticket market of the FCB and in the manner prescribed for this on the official secondary ticket market, or
- the redistribution takes place via the official business partner portal and in the manner prescribed for this on the business partner portal, or
- the customer expressly informs the second purchaser (or new ticket holder) of the validity and content of this GTTC, the second purchaser agrees to the validity of this GTTC between him/her and the FCB, and the FCB, with indication of the second purchaser, is informed about the redistribution of the ticket in good time.

**8.4 Consequences of unauthorised ticket transfer:** Should the FCB find that the customer has violated one or more of the provisions in Clause 8.2, the FCB shall be entitled to

- not deliver tickets to the relevant customer that were used contrary to the regulations in Clause 8.2 prior to delivery or shipment to the customer,
- block the corresponding tickets and to deny the customer/ticket holder entrance to the stadium without compensation, or to expel him/her from the stadium,
- in cases of inadmissible ticket distribution in accordance with Clause 8.2. a) and/or 8.2. b), to demand the additional proceeds or

profits made by the customer in accordance with the provisions of Clause 12,

- refuse any future sale of tickets of any kind to the customer for a reasonable period of time; the length of the suspension is determined by the number of infringements, the number of tickets offered, sold, transferred or used, as well as any proceeds from resale,
- no longer grant preferential rights granted to customers, e.g. the membership privileges associated with FCB or official FCB fan clubs, and/or terminate memberships of FCB.

## 9. Access to the stadium

**9.1 Stadium rules:** Remaining at and in the stadium is at your own risk. Access to the stadium is also subject to the stadium regulations posted at the venue and available on the internet

(<https://allianz-arena.com/de/spieltag/haus-und-stadionordnung>; <https://www.muenchen.de/rathaus/Stadtrecht/vorschrift/140.pdf>). Stadium regulations („Stadionordnung“). Each ticket holder is obliged to behave in the stadium in such a way that the legal interests of FCB, the players, spectators and all other persons present at events in the stadium are not impaired and/or endangered. These rules of conduct also aim to avoid material and immaterial damage to the home and/or guest club by imposing so-called association penalties for the misconduct of home and/or guest spectators. Should these rules or stadium regulations be violated, which are also valid at FCB-organised events and during FCB-organised travel (unless explicitly state otherwise), then the FCB, police and/or security personnel are entitled to confiscate prohibited items, to deny entry to the stadium and to expel the perpetrator/s from the stadium or the seat – all without rights of compensation or damages to the ticket holder or customer.

**9.2 Video surveillance:** The police and law enforcement agencies use video surveillance systems on matchday both inside and around the stadium at their own jurisdiction and independently of local circumstances for danger prevention and law enforcement in accordance with the relevant legal regulations (regional police regulations and StPO). Further information regarding video surveillance is provided by on-site signs-posts and in the data protection information.

**9.3 Right of access:** In principle, every customer is entitled to access the stadium with a valid right of access to the stadium, in accordance with the provisions of Clause 2.8. Access to the stadium can still be denied if

- the customer or ticket holder refuses to undergo, prior to entering the confined stadium area at the entrance to the stadium and/or inside the stadium, adequate checks of his/her person and/or his/her possessions carried out by the security staff;
- the customer or ticket holder has already entered and subsequently left the enclosed stadium area during the same event; in this case, the ticket loses its validity; unless the customer has a legitimate interest in leaving the stadium (e.g. emergency) and has left the stadium by properly checking out in consultation with the appropriate security personnel,
- the imprint on the tickets (space, barcode, QR code, serial numbers, shopping cart or buyer identifications) has been manipulated, is unrecognisable and/or damaged, or the barcode/QR code has already been accessed in the electronic access system, insofar as the FCB is not responsible for this, and/or
- the ticket holder is not identical to the customer who is stored or noted as a customer in connection with the ticket (e.g. name printed on personalised tickets), unless there is a case of permitted redistribution according to Clause 8.3. In the case of justified access denial, there is no claim on the part of the customer or the ticket holder for compensation.

**9.4 Domiciliary right and seat allocation:** In the interests of security and the orderly and smooth running of the event, the ticket holder is obliged to follow the instructions of the police, the FCB, the security staff and the stadium administration in the stadium, in particular in relation to a corresponding request, in the case of objective reasons, to occupy a different seat to the one noted on the ticket; in this case there is no entitlement to compensation. Otherwise, each ticket holder



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der must occupy the seat that is noted on his/her ticket, or for which his/her ticket is valid.

**9.5 Stadium sections:** The FCB - or in the case of away games, the home club - must designate sections of the stadium as exclusively for home fans, and for away fans, and must indicate this accordingly. In the home fan areas, as well as other areas of the stadium, the view of the pitch may be restricted, particularly through the waving of flags/banners. Any claims for compensation and/or refunds on the basis of such restrictions are invalid. Due to the obligation for FCB - or the home club in case of away games - to keep opposing fans separated for security reasons, fans of the away team - or persons who through their behaviour or appearance can be identified as such - are prohibited from entering home fan areas of the stadium. The FCB, or the home club in the case of away games, the police and the security authorities reserve the right to deny away fans entry into the home fan areas and/or adjacent areas of the stadium, even if the away fan possesses a valid ticket - and to accompany them to an away fan section should there be alternative seating available. In the absence of a suitable alternative seat, the away fan can be forced to leave the stadium or denied access; in this case there is no right to compensation or damages.

**9.6 Sanctions for prohibited behaviour:** In the case of violations of the regulations in Clause 9.1 and/or of stadium regulations according to §§ 3, 27 of the Assembly Act, for participation in offence-related crimes and/or violence within or outside the stadium, FCB may in addition to the direct measures in Clause 9.1 or relevant stadium regulations, also take measures as outlined in Clause 8.4 against the customer or ticket holder.

**9.7 Stadium bans:** In the case of serious violations of the provisions in Clause 9.1 and/or the stadium regulations according to Clause §§ 3, 27 of the VersG (law governing the right to assembly), participation in crimes related to offences and/or violence within or outside the stadium, can, in addition to the immediate sanctions pursuant to Clause 9.1 and/or pursuant to stadium regulations and related sections as per Clause 9.6, also lead to a stadium ban for the individual stadium, and/or, in severe cases, to a nationwide stadium ban.

**9.8 Regress:** For violations of one or more spectators against the regulations in Clause 9.1, the FCB, in the case of violations by fans of the guest club and the guest club, fines or sanctions may be imposed by the relevant associations. The FCB or the visiting club is entitled to claim against the responsible person or persons identified for this purpose in full in recourse or for compensation for the damage resulting from the sanction, according to the provisions of the highest court case law. In the case of multiple liability, these joint and several parties are liable within the meaning of § 421 BGB, with the result that the FCB or the guest club may identify a group as responsible for the entire fine or the entire results of the sanction for the FCB or the guest club damage claim, if a causal link has been demonstrably identified between the contributions of the individual persons.

### 10 Right to your own pictures

The FCB and the respective association responsible (DFL Deutsche Fußball Liga e.V. and DFL Deutsche Fußball Liga GmbH, Guiolettstraße 44-46, D-60325 Frankfurt am Main for Bundesliga and 2nd Bundesliga and/or DFB Deutscher Fußball-Bund e.V. Otto-Fleck-Schneise 6, D-60528 Frankfurt/Main for the DFB Cup and/or the Union of European Football Associations, Route de Genève 46, CH-1260 Nyon, for UEFA Europe and Champions League) may submit public reports and advertising for the event in question and the respective competition, or third parties commissioned or otherwise authorised by them (e.g. radio, press) to independently take picture and sound recordings which can show the ticket holder as a spectator of the event in question. These video and audio-visual recordings may be processed, exploited and publicly reproduced by the FCB and the relevant association and the companies affiliated with them pursuant to § 15 AktG, as well as by third parties authorised by them (e.g. broadcasters, press). If a customer acquires tickets not only for himself but also for other ticket holders with an effective right to visit,

the customer is obliged to ensure that the information in Clauses 10 and 14 is forwarded to the ticket holder concerned. Information signs and the FCB data protection information document, which is viewable at <https://fcbayern.com/de/datenschutz> provide further information regarding spectator images and recordings.

### 11 Penalty

**11.1 Requirements:** In the event of a culpable breach by the customer of these GTTC, in particular against one or more provisions in Clauses 8.2 or 9.1, or of stadium regulations, FCB is, in addition, to the other measures and sanctions possible under these GTTC and irrespective of any further claims for damages (especially irrespective of any recourse pursuant to Clause 9.8 or in accordance with the provisions of local law) entitled to impose a reasonable contractual penalty of up to EUR 2,500 against the customer.

**11.2 Amount:** Decisive for the amount of the contractual penalty are in particular the number and the intensity of the offences, type and degree of culpability (intent or negligence), any efforts for rectification or atonement, the extent to which the culprit is a repeat offender, and - in the event of the unauthorised resale of tickets - the number of tickets offered, sold, transferred or used, and the size of profits made through the resale/s. The exact amount of the contractual penalty shall be determined by FCB on a case-by-case basis at its reasonable discretion and shall be reviewed in the event of a dispute by the relevant court to determine its appropriateness. The contractual penalty is to be counted against any claims for damages of the FCB because of the breach.

### 12 Payment of additional revenues

**12.1 Requirements:** In the case of an unauthorised transfer of tickets according to Clause 8.2 a) and / or 8.2 b), and in addition to the imposition of sanctions as outlined in Clause 11 and other sections of this GTTC, FCB is also entitled to claim part or all of the profits made through the activity.

**12.2 Amount and use:** Decisive for the question of whether and to what extent the additional fines must be paid are the criteria listed in Clause 11.2 of these GTTC. Any revenue made by FCB through this channel will be donated to the FC Bayern Hilfe eV.

### 13. Liability

Remaining in the area of the stadium and in the stadium is at your own risk. The FCB, its legal representatives and/or vicarious agents are liable for damages, for whatever legal reason, only in the case of intent or gross negligence or - then limited to the typical contract damage foreseeable at the time of conclusion of contract - in the breach of contractual obligations. Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place, whose breach jeopardises the achievement of the purpose of the contract and on whose compliance the customer regularly trusts. This limitation of liability does not apply to claims for compensation for damages due to injury to life, limb or health or due to other mandatory statutory liability.

### 14. Data protection

The FCB processes personal data only in accordance with data protection laws, in particular with the EU Data Protection Regulation ("GDPR"). Information regarding data protection pertaining to "general ticket sales and stadium visits" is available at <https://fcbayern.com/de/datenschutz>.

### 15. Credit check

To check creditworthiness, the FCB exchanges address and creditworthiness data with credit service providers in justified cases.

### 16. Alternative dispute resolution in accordance with the Consumer Dispute Settlement Act

We point out that we are not willing and are not obliged to participate in dispute resolution proceedings before a consumer arbitration board (see § 36 VSBG [German Dispute Resolution Ordinance]).



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#### **17. Choice of law, place of performance, jurisdiction**

**17.1 Choice of law:** The mandatory laws of the country in which the customer normally resides apply. Otherwise, German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**17.2 Place of supply:** For delivery, service and payment, the seat of FCB is the sole place of supply (Munich).

**17.3 Jurisdiction:** The place of jurisdiction for all disputes arising from or in connection with these GTTC and / or their validity or legal transactions on the basis of these GTTC is - as far as permissible - Munich. If the customer is a merchant within the meaning of the HGB, a legal entity under public law or a special fund under public law, then the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship and the place of supply for payment, delivery and performance is the registered office of FCB. This also applies if the customer has no general place of jurisdiction in Germany or if he/she relocates his/her domicile or habitual residence after conclusion of the contract to a place outside Germany, or if his/her domicile or place of residence is not known at the time the complaint is filed. However, FCB is entitled to sue at the customer's location.

#### **18. Ergänzungen und Änderungen**

In the event of a change in market conditions and/or the legal situation and/or the highest court case law, FCB is also entitled to supplement or change these GTTC and/or the respectively valid price list of the FCB with existing four weeks' notice in advance, if this is reasonable for the customer. The respective changes will be communicated to the customer in writing or - if the customer has agreed to this form of correspondence - by email. The additions or changes shall be deemed approved if the customer has not objected in writing or by email within a period of four weeks after receipt of the changes and/or additions. Any objections of the customer shall be addressed to the contact address specified in Clause 18.

#### **19. Contact**

Questions about ticket sales can be addressed to FCB via the following contact details:

Bayern Munich AG, Säbener Str. 51-57, 81547 Munich,

Tel.: 089 / 69931-333, Fax: 089 / 64281-333;

Email: tickets@fcb.de

#### **20. Final clause**

Should individual clauses of these GTTC be wholly or partially invalid, this does not affect the validity of the remaining clauses or the remaining parts of such clauses. An ineffective provision must be replaced by such a provision that comes closest to the economic purpose of the ineffective provision. The same applies to a gap in this GTTC.

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