GTC of FC Bayern München AG ("FCB") and DO & CO München GmbH ("DO & CO") for the purchase of tickets for FC Bayern Museum/Arena Tours online and via the Service Team

1.0 Scope

1.1 The terms and conditions set out herein apply on an exclusive basis for purchases of tickets from FCB and DO & CO for the FC Bayern Museum or Arena Tours (individual tickets and group bookings) in the Allianz Arena online (fcbayern.com/museum/en, allianz-arena.com) or via the Service Team (Tel. 089-699 31-222).

1.2 FCB and/or DO & CO are the contractual partners for purchase of all tickets for the FC Bayern Museum or Arena Tours referred to in these General Terms and Conditions.

2.0 Subject matter of the contract; Booking options

2.1 The subject matter of the contract for the FC Bayern Museum comprises individual or group tickets, audio guides, vouchers for the above-mentioned services and annual tickets. Furthermore, the subject matter of the contract includes combined tickets (FC Bayern Museum and Arena Tour) as single or group tickets and vouchers for such services, as well as all Arena Tours available booking as single or group tickets and vouchers for selected tours (FCB Matchday Tour, Arena Tour, Arena VIP Tour).

2.2 Booking options:

2.2.1 Of the services listed under Section 2.1, tickets for the FC Bayern Museum and combined tickets, may be purchased as a voucher online either as a single ticket or group ticket. Vouchers for Arena VIP Tours may also be booked online.

2.2.2 Via the Service Team, the following offers can also be booked by telephone or by e-mail using the contact details given in Section 14.2:

- Annual tickets for the FC Bayern Museum
- Children's offerings (children's birthday party at the FC Bayern Museum, FCB KidsClub birthday tour, Arena Kids Tour, Kids Tour)
- School class offerings (school class programmes at the FC Bayern Museum, Arena Tours for school classes)
- Special tours (Special tour FC Bayern Museum, Handicapped Tour, Special Technology Tour, Special Architectural Tour, Eating Tour, Box Tour, Event Tour, Kick Tour, Introductory Tour, Special Tour, Matchday Tour)
- Meet the Legend (Meet the Legend Legendary Tours, Meet the Legend Special)

2.2.3 If applicable, the booking process may be carried out by completing and sending a registration form.

2.3 It is also possible to rent the FC Bayern Museum as a venue. Customers may obtain specific information about the event location and booking by contacting events-museum@fcbayern.com.

2.4 The availability/content of the desired services along with prices as well as additional terms of participation and booking, can be viewed on the following websites: fcbayern.com/museum/en, allianz-arena.com, fcbayern.com/kidsclub (for KidsClub birthday offerings) or may be requested from the Service Team (Tel. 0 89 699 31-222).

3.0 Contract conclusion; Written form; Ticket form

3.1 A contract is concluded upon confirmation of the booking by FCB and/or DO & CO. All offers and declarations of acceptance, amendments and other subsidiary agreements and arrangements made before or at the time of contract conclusion must be in writing or in text form to be legally effective.

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3.2 Customers will receive their ticket either as a Print@Home form or on a will-call basis at the ticket office located in the FC Bayern Museum foyer. Print@Home document must be printed in DIN A4 format. One printout must be made per ticket ordered. Annual tickets for the FC Bayern Museum cannot be issued as a Print@Home document. Annual tickets for the FC Bayern Museum are generally available for pick-up at the ticket offices in the museum foyer. Tickets may be sent by post in exceptional cases.

3.3 Tickets may not be returned. No refund will be provided in the event of loss.

4.0 Change in number of participants; Cancellation; Rebooking

4.1 In the case of group tickets, FCB is entitled to calculate the number of booked participants even if the number of participants who actually attend is less than the number booked. If the number of participants actually attending the event differs by more than 10% from the number of participants booked, FCB cannot guarantee that all participants who appear at the event will be able to participate in the booked event. This applies to all guided tours/Arena Tours and other offerings of the FC Bayern Museum.

4.2 Customers are entitled to cancel the contract up to eight business days before the agreed date. Cancellation is free of charge if notice of cancellation is received more than seven business days before the agreed date. As of the seventh business day, or in the event of later receipt, FCB is entitled to charge cancellation fees amounting to 100% of the contract amount. Notice of cancellation must be sent to the FCB or its service team in text form; see contact details under Section 14.2.

4.3 The Customer is entitled to rebook up to two hours before the start of the agreed tour date. A rebooking is only possible to an alternative timeslot which is already activated in the ticket system. FCB is entitled to charge a service fee of EUR 2.00 (two Euros) per ticket for the rebooking. Rebooking requests received less than two hours before the start of the agreed tour date cannot be considered. The rebooking request must be sent to FCB or its service team in text form; see contact details under Section 14.2. Rebooked tickets are excluded from cancellation. Rebookings can only be considered on working days from Monday to Friday from 08:00 am to 5:00 pm. A change in booking is only possible once.

5.0 Prices; Payment, SEPA; Complaints; Discounts

5.1 Prices and discounts valid at the time of booking as stated on the websites fcbayern.com/museum/en, allianz-arena.com and fcbayern.com/kidsclub, are decisive. Discounts are only valid in connection with verification of entitlement to the corresponding reduction.

5.2 Orders will be processed upon prepayment by Visa-, Mastercard and American Express or via direct debit (limited to SEPA bank details). If an order cannot be

placed due to direct debit that is refused or insufficient credit card coverage, FCB or DO & CO is entitled to cancel the order without replacement or to electronically block the corresponding tickets. We expressly reserve the right to assert claims for damages in such cases.

Payment may be made on site (before the start of the guided tour) in exceptional cases. Payment can be made in cash, by EC or credit card at the ticket office located in the foyer of the FC Bayern Museum. Valid identification must be presented in order to pay by card.

5.3 The following shall apply in the event that payment by SEPA Direct Debit has been agreed and the customer has issued a corresponding direct debit mandate to FCB:

As a rule, FCB will provide notice of a pending direct debit together with the invoice (or by another communication channel agreed with the customer) at least one calendar day before the due date of the direct debit (pre-notification). The debit will be made on the due date stated on the payment request (invoice); no separate pre-notification will be sent. The authorized debit will be debited based on the due date on the respective payment request. The due date will be postponed to the next following banking day if the due date falls on a weekend or public holiday. The pre-notification will be sent to the customer in the case of purchases with a different account holder. The customer undertakes to inform the account holder about the pending direct debit.

5.4 Customer are obliged to check the tickets after receipt for accuracy with regard to number, price and date. Customer must submit complaints about tickets that contain errors without undue delay (within three working days) after receipt of the document in writing by e-mail, fax or by post addressed to the contact addresses listed in Section 12.1. The postmark or the transmission protocol of the e-mail or fax is decisive for compliance with the complaint deadline. There is no right to demand return or reorder of the ticket concerned after the end of the complaint period.

5.5 Admission to the FC Bayern Museum and/or Arena Tour may be denied if the printing on the tickets (location, barcode, QR Code, serial number(s), shopping basket or customer identification) has been manipulated and/or damaged or if the barcode/QR Code has already been entered in the electronic access system, unless FCB or DO & CO is responsible.

6.0 Use and resale of tickets; Contractual penalty

6.1 FCB may restrict the transfer of tickets for security reasons and to prevent the resale of tickets at excessive prices.

6.2 Customers undertake and expressly warrant that tickets will be purchased and used exclusively for private purposes. Purchases as part of a trade or business for resale (e.g., for profit) are prohibited.

6.3 If FCB discovers that a customer has violated provisions of Section 6.2, FCB may block the relevant tickets and deny the customer/ticket holder access to the stadium or expel them from the stadium without compensation, refuse future sales of tickets of any kind to the customer or issue a ban on entering the stadium.

7.0 Warranty

7.1 Some dates are excluded from sale on FC Bayern Online Ticketing on a provisional basis due to the fact that the Deutsche Fußball Liga GmbH ("DFL"), UEFA and/or the DFB announce exact match days on short notice. Blocked dates are released for sale

and the relevant match days are updated for potential sales as soon as the final match day has been announced by the associations referred to above. In addition, a variety of events may be held in the Allianz Arena, which may result in the temporary blocking or cancellation of Arena Tours or the closure of the FC Bayern Museum.

Consequently, FCB and/or DO & CO reserve the right to reject confirmed bookings or to cancel previously-booked tours if the tour is not possible on the desired date due to a football match, other major event or other circumstances which make it impossible to provide the respective service. FCB and/or DO & CO will primarily endeavour to offer the customer a new date for the cancelled tour, if desired, in a timely manner.

Customers are required to ensure that they have provided FCB and/or DO & CO a current e-mail address at which the customer may be informed in a timely manner.

7.2 Ticket are generally valid for admission to the FC Bayern Museum on the respective day of visit at the specified admission time or for the Arena Tour at the specified start time. Participants in an Arena Tour must arrive at the designated starting point at least 15 minutes before the start of the booked tour. The right to the Arena Tour lapses upon a failure to appear or a delay in appearance; tour costs will not be refunded.

If admission to the FC Bayern Museum or the Arena Tour is not possible on the tour date due to match days in the Allianz Arena having been scheduled at a later point, or due to other grounds for which the FC Bayern Museum and/or DO & CO is not responsible, the respective ticket remains valid for one year from the booked date (see ticket imprint). This warranty is offered as a courtesy by FCB or DO & CO and does not grant any legal rights. There is no claim to performance if, in addition, it is not possible to offer tours, events and other offerings organised by FCB and/or DO & CO for reasons for which FCB and/or DO & CO is not responsible.

7.3 Annual tickets for the FC Bayern Museum are personal and non-transferable. They are valid for an unlimited number of admissions to the FC Bayern Museum within the validity period printed on the card. There is no entitlement to an extension of the validity of the FC Bayern Museum annual ticket, or to financial compensation, if admission to the FC Bayern Museum is impossible on the day of the visit due to match days in the Allianz Arena that have been subsequently scheduled or for other reasons for which the FCB is not responsible. Annual tickets will not be accepted for return prior to their expiration. No compensation will be paid in the event of loss.

8.0 Force majeure; Labour disputes

In cases of force majeure or other unforeseeable events occurring at FCB or DO & CO or their suppliers, e.g. lawful strike or lockout, official orders, operational disruptions, etc., which temporarily prevent FCB or DO & CO from rendering the agreed service on the agreed date or within the agreed period through no fault of their own or no fault attributable to them, the respective dates or terms shall be extended by the duration of the disruptions in service caused by such circumstances. FCB or DO & CO shall be released from its obligation to perform or be entitled to withdraw from the contract if, as a result of such circumstances, performance becomes impossible or unreasonable in whole or in part. Both parties may withdraw from the contract if such impediments lead to a delay in

performance of more than four months. This is without prejudice to statutory rights of withdrawal.

9.0 Data protection and credit check

Protecting personal data is important to FCB. To the extent that FCB collects or processes personal data in the course of its activities, this is done exclusively in accordance with applicable provisions of data protection law, in particular the EU General Data Protection Regulation ("GDPR"). Additional information on data processing can be found in the FCB privacy policy at www.fcbayern.com/datenschutz.

FCB / DO & CO shares address and creditworthiness data with credit bureaus in well-founded cases for purposes of performing credit checks. Service providers are only granted access to personal data necessary for the performance of the respective activity.

10.0 Stadium Rules and customer liability

10.1 The provisions of the Allianz Arena München Stadion GmbH Stadium Rules must be observed. Instructions from the security service and personnel must be followed. The Stadium Rules, House Rules and other regulations for the Allianz Arena can be found under the following link: allianz-arena.com/de/spieltag/haus-und-stadionordnung.

10.2 Customers must ensure that all participants in the service they have booked are physically capable of participating. For Arena Tours in particular you may suffer from vertigo and must be able to walk longer distances and uphill. In addition, care must be taken to ensure that participations wear suitable footwear.

10.4 Customers are liable for any and all soiling, damage to buildings or inventory or other damages culpably caused by participants in the service they have booked or by themselves.

11.0 Liability on the part of FCB and DO & CO

11.1 FCB / DO & CO is liable without limitation in cases of intent and gross negligence. Liability on the part of FCB / DO & CO is limited to the losses characteristic of this type of contract that were foreseeable upon its formation in the case of the breach of a primary performance obligation, or an ancillary obligation the breach of which endangers the achievement of the contractual purpose or the satisfaction of which makes the proper performance of the contract possible and on the performance of which the customer is entitled to rely (hereinafter referred to as an "**essential ancillary obligation**"), on the basis of simple negligence. FCB / DO & CO shall not be liable for any breach of ancillary contractual obligations that do not comprise essential ancillary obligations, based on simple negligence.

11.2 The preceding exclusions and limitations of liability do not apply to culpably caused damages resulting from injury to life, limb or health, to liability for customer claims based on the Product Liability Act or to fraudulent misrepresentations, or in the event of the assumption of a quality guarantee. This does not imply a change in the burden of proof to the detriment of the customer.

11.3. The preceding exclusions and limitations of liability likewise extend to the personal liability of the legal representatives and vicarious agents of FCB / DO & CO.

12.0 Alternative Dispute Resolution under the Consumer Dispute Resolution Act

Please note that we are not obligated nor willing to participate in a dispute resolution procedure before a consumer arbitration body.

13.0 Place of performance; Jurisdiction

If the customer is a merchant or a legal entity under public law, the place of performance for all supplies of goods and services, and payments, and the place of jurisdiction for all disputes arising under this contractual relationship shall be the location of the FCB or DO & CO registered office. However, FCB or DO & CO is also entitled to sue the customer at any other lawful place of jurisdiction. This is without prejudice to statutory provisions on exclusive jurisdictional matters.

14.0 Applicable law; Ticket orders/questions concerning ticket sales; Severability

14.1 These GTC are governed by German law subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the customer is a consumer in accordance with section 13 of the German Civil Code and has his/her habitual place of abode in a state within the European Economic Area other than Germany, they shall be protected in accordance with applicable law in their state of residence that may not be modified by agreement.

14.2 Ticket orders or queries regarding ticket sales can be directed to FCB and DO & CO using the following contact options:

FC Bayern München AG, FC Bayern Museum, Franz-Beckenbauer-Platz 5, 80939 Munich, Tel. (089) 699 31-222, fax (089) 20 05-40 88, e-mail tickets-museum@fcbayern.com.

DO & CO München GmbH, Parkring 35, 85748 Garching, Tel. (089) 699 31-222, fax (089) 20 05-40 88, e-mail tickets-museum@fcbayern.com.

14.3 Should individual clauses of these GTC be or become wholly or partially invalid or unenforceable, this is without prejudice to the validity of the contract and all remaining provisions.

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