

General Ticket Terms and Conditions (“GTTC”) of Bayer 04 Leverkusen Fussball GmbH

1. Field of application of the GTTC

1.1 Area of application: These GTTC shall apply to the legal relationship that is established with the purchase and/or use of a day ticket and/or season tickets and/or second-leg season tickets and/or the BayArena Card and/or other admission tickets (hereinafter jointly called “**ticket**” or “**tickets**”) of Bayer 04 Leverkusen Fussball GmbH (“**Bayer 04**”) or from third parties authorized by Bayer 04 (“**authorized points of sale**”), particularly for the attendance of events (e.g. soccer games) which are at least jointly organized by Bayer 04 (“**events**”), as well as for admission to and stay at the BayArena, provided that no other general terms and conditions (“**GTC**”) apply to the respective event.

1.2 Tickets for away games: Correspondingly, these GTTC also apply to the legal relationship that is established with the purchase and/or use of tickets which grant access to stadiums for away games of Bayer 04 (“**tickets for away games**”) if the tickets for away games are purchased from Bayer 04 or authorized points of sale. No later than with the attendance at away games, further regulations or GTC may apply, particularly the rules of the stadium or GTC of the respective home club. In the event that these GTTC are in contradiction to these regulations of the respective home club, these GTTC take precedence in the relationship between the customer and Bayer 04.

2. Ticket ordering, conclusion of contract, and subject of agreement

2.1 Purchase channels: Categorically tickets for the events of Bayer 04 must be directly purchased from Bayer 04 or from authorized points of sale. Tickets, which are not directly purchased from Bayer 04 or from authorized points of sale grant no right of attendance pursuant to Article 2.6 GTTC and could lead to legal consequences pursuant to Article 10.4 and 11.4. Whether a point of sale is authorized by Bayer 04 can be inquired at Bayer 04 at their contact address that is to be found under Article 16 GTTC. In addition to these GTTC, diverging terms may apply for the purchase of tickets from the authorized points of sale.

2.2 Online ordering: For the online ordering of tickets, a personal password shall be assigned if the customer is in the registration process. It shall be the customer’s sole responsibility to ensure that no unauthorized third party gains knowledge of this password. The customer shall be liable for all and any improper uses occurring in this context by third parties, unless the customer is not responsible for such improper use. In case of online ordering, the customer submits a binding offer for conclusion of contract with Bayer 04 by triggering the order of a ticket with the online command provided for such purpose at the internet presence of Bayer 04 (<http://www.bayer04.de>). Orders can subsequently neither be changed nor withdrawn. Bayer 04 shall confirm the receipt of the customer’s contract offer online. The confirmation shall not yet constitute acceptance of the offer of the customer but shall be subject to the availability of the tickets ordered and the allowance of special circumstances (e.g. safety aspects). Only with the shipping (incl. print@home-ticket) or deposit of the ticket (Article 7 GTTC), the contract between Bayer 04 and the customer on the basis of these GTTC shall be concluded.

2.3 Offline ordering: In case of offline ordering, particularly via the authorized reservations offices or the ticket hotline, the conclusion of contract shall be effected on the basis of these GTTC at the time of shipping, the surrender or deposit of the ticket (Article 7 GTTC).

2.4 Restrictions: Bayer 04 reserves the right, at its own discretion, to increase or decrease the number of tickets available for sale within the framework of an event and for the individual customer and to grant or deny ticket price reduction and/or preferential terms.

2.5 Allocation of other tickets: Provided that the customer has given his consent on the order form, Bayer 04, in the event of a sellout of the requested category and instead of non-acceptance of the offer, shall have the right to allocate to the customer tickets of the next lowest category.

2.6 Right of attendance: With the conclusion of contract with Bayer 04 or an authorized point of sale about the purchase of one or several tickets, the customer acquires the right to attend the respective event(s) in accordance with these GTTC, particularly within the framework of the regulations in Article 11 GTTC (“**right of attendance**”). Bayer 04 will grant the right of attendance exclusively to those customers and/or authorized secondary ticket buyers pursuant to Article 10.3 (commonly “**authorized customers**”), which purchased the tickets directly from Bayer 04 or any authorized point of sale and being personalized by a printed name and/or any other (electronic) identification mark. Bayer 04 shall fulfill its obligations with regard to the customer’s right of attendance by granting such customer onetime access to the event(s). Only one person per ticket shall be entitled to attend the event. Bayer 04 shall be released from its obligation with regard to the customer if the ticket holder, upon entering the BayArena, is not identical with the customer entitled to attend the respective event.

3. BayArena Card

The BayArena Card from Bayer 04 is a modern chip card which—furnished with the respective credit balance—can be used as means of payment, customer and membership card as well as ticket. If the customer owns a BayArena Card, the mailing of a ticket in paper form will be foregone. Instead, the right of attendance on the BayArena Card shall be activated. On the BayArena Card, a right of attendance shall exclusively be activated for the holder of the BayArena Card. The BayArena shall be accessed by means of an electronic access control. Bayer 04 shall only be obligated to provide access to the BayArena to the customer who is in possession of a BayArena Card if the booked and prepaid services are activated on the chip. Only the imprint of a right of access on the BayArena Card without activation does expressly not constitute the right of access to the BayArena.

4. Season ticket

4.1 Season ticket: A season ticket and/or second-leg season ticket or a BayArena Card with the function of a season ticket (jointly called “**season ticket**” or “**season tickets**”) entitles the customer to attend those home games of Bayer 04 at the BayArena for which he has acquired a right of attendance. Depending on the season ticket purchased, possible privileges might be connected to the season ticket. Details can be found in the specification of services at the ordering of the season ticket or on the website of Bayer 04 at <http://www.bayer04.de>. Each season ticket has a duration of one season (1st July of one year to 30th June of the following year) and will be issued as a personalized ticket. The amount of the ticket price, the reduction authorization as well as the respective effective date shall depend on the price list of Bayer 04, as amended.

4.2 Subscription: Regardless of the time of purchase, a season ticket shall always be purchased as subscription. Minors shall only be able to purchase a season ticket with the consent of their legal guardian. At the beginning of the season, a new season ticket shall be mailed to the customer, or the BayArena Card shall be activated accordingly, unless the customer cancels the subscription by 31st March of the respective year. Such cancellation can be submitted in text form (email sufficient), at the online ticket shop of Bayer 04 (<http://ticketshop.bayer04.de>), or by mail to the contact address under Article 16 GTTC. The receipt by Bayer 04 shall be decisive for adherence of the cancellation period. In the event that the terms for season tickets change, (e.g. price), Bayer 04 shall inform the customer usually two weeks prior to expiration of the cancellation period about such change and the existing right of cancellation. The changes shall be deemed approved if the cancellation is not received by Bayer 04 within the indicated cancellation period. After expiration of the cancellation period, the purchase price of the season ticket shall be due for payment. Bayer 04 shall have the right to cancel the subscription effective 30th May of the respective season. The cancellation by Bayer 04 must be declared to the customer in writing no later than 31st March of the respective year.

4.3 Termination for cause: Regardless of the regulations of Article 4.2 GTTC, each contractual party shall have the right to terminate for cause the contractual relationship established through the purchase of a season ticket in text form (email sufficient). An exceptional reason for Bayer 04 is constituted particularly if Bayer 04 has the right in accordance with Articles 10.4, 11.9 and/or 11.10 GTTC to impose one of the legal consequences described in the Articles indicated.

4.4 Reseating: The holder of a season ticket may request the allocation of a new seat in the BayArena (“**reseating**”). Reseating does not constitute a termination of the season ticket subscription. The customer shall not be entitled to reseating; it is a gesture of goodwill by Bayer 04 and is subject to available seat capacities and organizational circumstances. Reseating shall only be possible between seasons. Reseating requests for the new season can be taken into account by Bayer 04 if they are submitted at the online ticket shop (<http://ticketshop.bayer04.de>), over the phone, or personally to the contact address indicated in Article 16 GTTC during the period after the end of the season—as communicated annually by Bayer 04 to the holders of season tickets in the course of the second half of the season—in which adjustments to existing season ticket allocations and ownerships can be made (“**adjustment phase**”). For the reseating, Bayer 04 may charge a processing fee in accordance with the current price list from Bayer 04.

4.5 Assignment: For the transfer of a season ticket, the provisions of Article 10 of these GTTC shall apply accordingly. In addition, the holder of a season ticket can request the assignment to another person (“**assignment**”). An assignment shall not constitute a cancellation of the season ticket subscription but a transfer of the existing contractual relationship with any and all rights and obligations to the new customer. The assigning customer shall remain obligated to Bayer 04 until the new customer has completely assumed the legal relationship with any and all rights and

obligations. The customer shall not be entitled to an assignment; it is a gesture of goodwill by Bayer 04 and is subject to available seat capacities and organizational circumstances. The assignment shall only be possible between two seasons. The assignment request can only be submitted during the adjustment phase and exclusively with the form provided for such purpose which must be signed by the transferring and the new customer and mailed to the contact address indicated in Article 16 GTTC. The form can be found for downloading on the website of Bayer 04 (<http://www.bayer04.de>) or can be collected at Bayer 04 at the contact address indicated in Article 16 GTTC. There shall be no (partial) refund of the purchase price to the transferring customer. For the assignment, Bayer 04 may charge a processing fee in accordance with the current price list from Bayer 04.

5. Reduced-price tickets

5.1 Reduction authorization: Authorized to receive a reduction for the purchase of day tickets and/or season tickets—insofar as available—shall be children through the age of three (“lap ticket”), children ages four through fourteen (“children’s ticket”), schoolchildren (only full-time), students, trainees, severely handicapped persons with at least 50% disability, seniors 65 years and older as well as retirees. Double reductions shall not be granted. For each reduction the day of the ticket purchase is relevant. Reductions are only granted if they are listed also in the relevant price list of Bayer 04.

5.2 Reduction verification: The current reduction verification, which shall be valid at that respective home game, must be presented, when the ticket is purchased and also carried and presented upon request by the security personnel when entering BayArena at the respective home game. If said verification is not carried or is invalid at the respective home game, access to the BayArena can be denied. The rejected customer shall have no claim for damages. Noncompliance may be penalized with expulsion from the BayArena and a criminal complaint.

5.3 Children’s tickets: Children’s tickets can only be purchased in connection with a ticket for an adult. Children holding a children’s ticket shall only be allowed access to the BayArena if accompanied by a supervising adult of legal age.

5.4 Lap tickets: Lap tickets can only be purchased in connection with a ticket for an adult. Children holding a lap ticket shall only be allowed access to the BayArena if accompanied by a supervising adult of legal age have no claim to a seat of their own.

5.5 Upgrading: For the transfer of reduced tickets, the provisions in Article 10 of these GTTC shall apply with the additional stipulation that a transfer shall only be possible if the new ticket holder also fulfills the reduction requirements of the ticket concerned, unless the new ticket holder pays the difference between the reduced ticket and a corresponding day ticket on the respective game day prior to entering the BayArena at the respective clearing point (“upgrading”). For the upgrading, Bayer 04 may charge a processing fee in accordance with the current price list from Bayer 04.

6. Payment terms

6.1 Prices: The amount of the ticket price depends on the current price list from Bayer 04. Ticket orders shall only be processed on advance payment and with the accepted payment methods (e.g. SEPA direct debit system, wire transfer, EC card, credit card, cash payment). In addition to the ticket price, Bayer 04, in case of ticket shipping, may charge to the purchaser’s account shipping costs and/or an appropriate service fee for services that are in the best interest of the customer (e.g. advance booking fee).

6.2 Cancellation: If the payment is not successfully executed for reasons attributable to the customer (e.g. insufficient credit card or account funds), Bayer 04 shall have the right to cancel or electronically block the respective tickets; the respective tickets shall lose their validity. Incurred additional cost shall be borne by the customer. Bayer 04 shall reserve the right to assert further claims for damages.

6.3 Billing: At the customer’s option, Bayer 04 shall submit the invoice as a hard copy or electronically in case of online ordering.

6.4 SEPA direct debit mandate: If the customer grants Bayer 04 a SEPA direct debit mandate, the direct debit shall be withdrawn after billing, and the customer shall be notified no later than one business day prior to such withdrawal. The customer shall ensure that the account is sufficiently covered. Costs incurred due to non-payment or chargeback of the direct debit shall be borne by the customer, provided that such non-payment or chargeback was not caused by Bayer 04.

7. Shipping and deposit

7.1 Shipping: The tickets are shipped at the customer’s risk and expense. The risk of loss of or damage to the ticket shall be borne by the customer from the handover of the tickets by a selected transport person of Bayer 04, provided that there is no gross negligence or intent on the part of Bayer 04 or the third party commissioned by Bayer 04. Bayer 04 shall select the shipper.

7.2 Deposit: If, in case of a short-term order, a timely delivery of the tickets can no longer be ensured, the tickets can be reserved for pickup by the customer at the service points established for such purpose at the BayArena. Collection of the tickets shall only be possible by the customer or a third party, who has been authorized by the customer in writing, and upon presentation of an official

identification card or other document suitable for official identification. Bayer 04 shall have the right to request an appropriate deposit fee for the deposit of the ticket. The risk of loss of or damage to the ticket prior to collection shall be borne by the customer, provided that there is no gross negligence or intent on the part of Bayer 04 or the third party commissioned by Bayer 04.

8. Reissuance in case of complaint, defect, loss

8.1 Complaint: A complaint about tickets and/or ticket orders which noticeably exhibit a defect must be submitted within two weeks after receipt of the tickets by the customer, but no later than five workdays prior to the respective event in text form (email sufficient) fax or by mail to the contact address indicated in Article 16 GTTC. In case of an offline ticket order pursuant to Article 2.3 GTTC, for which the ticket is handed over or reserved pursuant to Article 7.2 GTTC, a possible complaint must be registered immediately. Defects in accordance with this Article 8.1 are particularly inadmissible deviations from the order with regard to number, price, date, event, and venue, incorrect print image, missing essential information, such as event or seat number for tickets in paper form and/or visible damage or destruction of the ticket. The postmark or the transmission protocol of the fax or email shall be decisive for the adherence to the complaint period. In case of a justified and timely complaint, Bayer 04 shall issue a new ticket to the customer for the surrender of the ticket in dispute. After expiration of the complaint period, no claims shall apply for reissuance but be subject to the goodwill of Bayer 04.

8.2 Defect: In case of a defect of a ticket which is subject to the electronic access control (BayArena Card, season ticket or second-leg ticket), Bayer 04 shall block the ticket concerned immediately after notification of the defect and issue a new ticket to the customer upon proven legitimization. For the issuance, Bayer 04 shall have the right to charge a processing fee in accordance with the current price list from Bayer 04, unless Bayer 04 or third parties commissioned by Bayer 04 are verifiably responsible for the defect. Defective tickets which are not subject to the electronic access control shall only be replaced concurrently upon proof of defect, e.g. presentation of the original ticket, and at the expense of the purchaser.

8.3 Loss: Bayer 04 must be informed immediately about the loss of tickets purchased from Bayer 04. Bayer 04 shall have the right to block such tickets immediately after notification of their loss. In case of a loss of a ticket subject to the electronic access control, the ticket can be reissued after notification of the loss, blocking of the ticket and legitimization verification. For the reissuance, Bayer 04 shall charge a processing fee in accordance with the current price list from Bayer 04. In case of abusive notifications of a loss, Bayer 04 shall file a criminal complaint. Lost tickets which are not subject to electronic access control can fundamentally not be reissued due to safety reasons.

9. Withdrawal and reimbursement

9.1 No right of withdrawal or return: Even if Bayer 04 offers tickets by means of distant communication in accordance with Article 312c, paragraph 2, German Civil Code, thus constituting a distance contract pursuant to Article 312c, paragraph 1, German Civil Code, the customer, pursuant to Article 312g, paragraph 2, no. 9, German Civil Code, shall have no right of withdrawal when purchasing a ticket. This means that no right of withdrawal within two weeks applies. Consequently every ticket order or bidding confirmed by Bayer 04 is binding and obliges the customer to pay and accept the ordered ticket(s).

9.2 Exchange and return: Exchange and return of tickets are basically excluded. If a customer is unable to use his ticket for personal reasons (e.g. illness), a transfer of the ticket to a third party is admissible by way of exception within the framework of the regulation under Article 10.2 GTTC.

9.3 Adjournment or abandonment of game: In case of an adjournment in time or location of the event, particularly if the schedule of a game was not yet finalized at the time of the ticket ordering, the tickets shall remain valid. In such case and also in case of an abandonment of the event, there shall be no claim to reimbursement of the ticket price, unless Bayer 04 is verifiably responsible for the adjournment in time or location or abandonment of the event.

9.4 Replay: In case of a replay, the replay shall be deemed a new event; the ticket for the initial event shall not be valid for said new event and the customer shall have no claim for reimbursement or alternative compensation.

9.5 Cancellation of game and exclusion of the public: In case of a cancellation of the event without substitution or an event that must proceed entirely or partly with the exclusion of the public according to a relevant association or a relevant authority, Bayer 04 shall have the right to withdraw from the contract regarding the purchase of one or several tickets for the game concerned or to block season tickets. On presentation of the ticket or mailing of the ticket at the customer’s expense to Bayer 04, the customers concerned shall, at the option of Bayer 04, receive either the ticket price paid—prorated in case of season ticket—or a voucher in the value of the respective ticket price for redemption in the indicated fan shops of Bayer 04; service and shipping fees shall not be reimbursed.

10. Use and transfer

10.1 Intent and purpose: In order to avoid violence and criminal acts in connection with the visit to the BayArena, for the enforcement of stadium bans,

for the separation of fans of the two facing teams, and to prevent the resale of tickets at increased prices, particularly for the prevention of ticket speculations, and for maintaining the widest possible supply of the fans with tickets at socially acceptable prices, it is in the interest of Bayer 04 and the spectators to limit the transfer of tickets.

10.2 Inadmissible transfer: Tickets are sold exclusively for the private, non-commercial use by the customer; any industrial or commercial resale of tickets by the customer is prohibited. The commercial and industrial ticket sale is reserved exclusively for Bayer 04. The customer is particularly prohibited:

- a) from publically offering tickets for sale and/or particularly selling at auctions or on the internet, (e.g. on eBay, eBay-kleinanzeigen) and/or on sales platforms not authorized by Bayer 04 (e.g. viagogo, seatwave, StubHub, etc.);
- b) from transferring tickets at a price higher than the price paid; a mark-up of up to 10% for the compensation of transaction costs incurred shall be admissible;
- c) from transferring tickets regularly and/or in a greater quantity either on a game day or spread out over several game days;
- d) from selling or transferring tickets to commercial or industrial resellers and/or ticket merchants;
- e) from commercially or industrially using tickets or allowing their use without the prior express written consent of Bayer 04, particularly for the purpose of advertising or marketing, as bonus, promotional gift, prize, or part of an unauthorized hospitality or travel package;
- f) from transferring tickets to persons which are banned from the stadium, provided that this fact was known or should have been known to the customer;
- g) from transferring tickets to fans of visiting clubs, provided that this fact was known or should have been known to the customer.

10.3 Admissible transfer: A private transfer of a ticket for non-commercial reasons, particularly in individual cases due to illness or other reasons for absence of the customer, shall be admissible if no case of inadmissible transfer pursuant to the regulation in Article 10.2 GTTC exists, and

- a) if the ticket is transferred via the official secondary market platform of Bayer 04 (<http://www.bayer04.de>) and in the manner specified on the secondary market platform; or
- b) if the customer expressly indicates to the secondary buyer (respectively new ticket holder) the validity and the content of these GTTC, the secondary buyer agrees with the validity of these GTTC between him/her and Bayer 04, and Bayer 04 is informed in a timely manner about the name of the secondary buyer and the transfer of the ticket.

10.4 Sanctions in case of inadmissible transfer: In case of one or several violations of the regulation in Article 10.2 GTTC and/or other inadmissible transfer of tickets, Bayer 04 has the right

- a) to not deliver tickets to the customer concerned if tickets were used contrary to the regulations in Article 10.2 GTTC prior to transfer or shipping;
- b) to block the tickets concerned and to deny the ticket holder access to the BayArena without compensation or to expel said ticket holder from the BayArena;
- c) to exclude customers concerned from ticket purchase for an appropriate period of time but no more than a maximum of five years; decisive for the duration of the ban shall be the number of violations, the number of tickets offered, sold, transferred, or used as well as possible proceeds from the resale;
- d) in case of an inadmissible transfer pursuant to Article 10.2 a) and/or 10.2 b) GTTC, to request the payment of the excess proceed or profit from the respective customer in accordance with Article 14 GTTC;
- e) to no longer grant privileges to customers concerned, e.g. privileges in connection with the membership at Bayer 04 or in official fan clubs of Bayer 04, and/or to terminate the membership of those customers concerned at Bayer 04; and/or;
- f) to report in an appropriate manner about the incident while also naming the customer in order to prevent a future use of the tickets contrary to contract.

11. Access to the BayArena and behavior at the BayArena

11.1 Rules of the stadium: Access to the BayArena shall be subject to the rules of the stadium displayed at the BayArena or accessible anytime on the internet at <http://www.bayer04.de>. With access to the BayArena, every ticket holder acknowledges the rules of the stadium and accepts said rules as binding. The rules of the stadium shall apply regardless of the validity of these GTTC.

11.2 Video surveillance: For the ensurance of stadium safety and to enable prosecution of criminal activities the BayArena and its surroundings are surveilled by video technology. The taken recordings are confidentially handled by Bayer 04. In the event of criminal actions they can be used as piece of evidence in court. Further on also criminal authorities may use video surveillance in accordance to their lawful competence. If the event ends with no exceptional circumstances the recordings will be deleted according to data protection regulations, in particular the European Union General Data Protection Regulation (“GDPR”).

11.3 Domiciliary rights: Bayer 04 or third parties commissioned by Bayer 04 shall have the right to exercise the householder’s rights at any time. The instructions from Bayer 04, the police, security personnel and stadium administration must always be followed before, during, and immediately after an event.

11.4 Right of access: In general any authorized customer with a right of attendance pursuant to Article 2.6 GTTC has the right to access the BayArena. Access to the BayArena can still be denied if

- a) the authorized customer refuses to submit to an appropriate inspection of his person and/or the objects carried by such customer by the security personnel prior to entering the unrestricted area of the BayArena, at the entrance of the BayArena and/or in the interior of the BayArena;
- b) the authorized customer, during the course of the same event, has already entered and subsequently left the unrestricted area of the BayArena again; in such case, the ticket shall no longer be valid; and/or
- c) if the ticket holder, in case of personalized tickets, is not identical to the authorized customer who appears on the ticket as the customer and who has purchased the ticket from Bayer 04 or its authorized points of sale, unless it constitutes a case of permissible transfer pursuant to Article 10.3.

11.5 Seat assignment: Every ticket holder must take the same seat in the BayArena that is indicated on his ticket or for which the ticket is valid. Deviating from the aforementioned, the customer shall be obligated to accept a different seat upon request by Bayer 04 or the security personnel if this is required due to weighty factual reasons (e.g. safety aspects); in such case, no claim for compensation shall apply.

11.6 Fan blocks: Blocks C, SC, D, SD, E, and SE as well as further individually marked blocks in the BayArena—with the exception of the guest area expressly designated as such by Bayer 04—are the home areas for the fans of Bayer 04 (“home area”). In these home areas and further designated areas in the BayArena, the view might be obstructed particularly due to the waving of flags. Complaints or claims for compensation based on these limitations shall be excluded. Since Bayer 04 is obligated for safety reasons to separate the fans of opposing teams, fans of the respective visiting team or persons who can be considered to be fans of the visiting team due to their behavior or outward appearance (“guest fans”) shall not be allowed access to and/or stay in the home area of the BayArena for safety reasons. Bayer 04, the police, and the security personnel shall have the right to deny guest fans access to the home area or a block immediately adjacent to the home area of the BayArena, even if they hold a valid ticket, and/or to expel such persons from the home area or a block immediately adjacent to the home area and move them to the guest area of the BayArena if a sufficient number of seats are still available. If no other suitable seat can be offered, the guest fan concerned can be expelled from the BayArena or access to the BayArena denied; in such case, no claim for compensation shall apply.

11.7 Improper conduct at the BayArena: In case of one or several violations of ticket holders or customers of the following rules of conduct—applicable to the entire stadium area as well as during travels/arrival and departure to and from games or other events by Bayer 04 which are organized by Bayer 04, Bayer 04—the police and/or the security personnel shall have the right:

- to confiscate prohibited objects from ticket holders or customers without compensation, and/or
 - to deny ticket holders or customers access to the area of the BayArena and/or the respective venue and/or expel them from their seat without compensation.
- a) It is prohibited to enter the field and/or to climb or pass crowd barriers without corresponding permission.
 - b) It is prohibited to be obviously inebriated, under the influence of drugs and/or masked, behave violently or in other ways against the public order or convey the impression of such behavior.
 - c) It is prohibited to carry and/or use the following objects: Weapons, objects that can be used as weapons or missiles, caustic or easily flammable substances, bottles of any kind, cans or other containers made of breakable, splintering, or particularly hard materials, torches, fireworks, smoke candles and powder, Bengal lights and all and any other pyrotechnical objects and all and any substances or mixtures of substances, laser pointers, bulky objects, beverages not purchased at the BayArena (exception: non-alcoholic beverages in beverage cartons with a maximum capacity of 500 ml), illegal drugs, articles of clothing that are obviously carried for masking purposes, animals as well as objects that are suited to endanger and/or unduly compromise the safety in and around the BayArena, other spectators, players and/or officials.

d) It is prohibited to carry and/or use the following objects: Racist, anti-foreign and/or radical right-wing or left-wing propaganda means, political or religious objects of any kind, including banners, signs, symbols, and flyers, provided that there is reason to assume that said object will be unduly displayed at the BayArena. Regardless of the above objects, it is prohibited to voice or propagate inhuman, racist, anti-foreign, politically extremist, obscenely offensive, provocatively insulting, and/or radical left- or right-wing slogans as well as corresponding acts throughout the entire area of the BayArena.

e) Attendance at the BayArena for the purpose of media reporting about the event (television, radio, internet, print, photo) and/or the collection of game data shall only be permissible upon prior consent by Bayer 04 and in the areas dedicated specifically for such purposes. Without prior consent by Bayer 04, it shall not be permissible to record, collect or broadcast sounds, photos and/or images, descriptions or results or data of the event, unless it is exclusively for private, non-

commercial use – live or time-delayed. Any and all commercial use, regardless of the manner and by whom, shall require the prior written consent by Bayer 04. In any case, it is prohibited to broadcast and/or publicly propagate live or time-delayed images and/or sound recordings entirely or partly over the internet and/or other media (including mobile communications, such as mobile devices like smartphones or tablets) and/or to support other person in such activities. It is prohibited to bring devices and equipment that can be used for such activities as intended to the BayArena without the prior consent by Bayer 04 or third parties authorized by Bayer 04.

f) Acts that could result in a direct or indirect association with Bayer 04, DFL Deutsche Fußball Liga e.V., DFL Deutsche Fussball Liga GmbH, Deutscher Fussball Bund e.V., the event or parts thereof, are prohibited throughout the entire area of the BayArena without prior written consent by Bayer 04 or third parties authorized by Bayer 04. In the area of the BayArena, it is particularly prohibited

i) to establish or to attempt to establish such an association with the unauthorized use of brands, logos, or other identifiers or in other ways;

ii) to purposefully engage in commercial advertisement of any kind, e.g. distribute advertising brochures or other written information which relate to a business, an article or a service;

iii) to offer, sell or carry with intent to sell beverages, foodstuff, souvenirs, clothing, or other objects or services.

g) Regardless of the above regulations, the carrying of the following objects shall only be permissible throughout the entire stadium area with prior consent by Bayer 04: Flagpoles and banner poles with a length of more than 1.5 m and/or a diameter of more than 3 m, banners and flags bigger than 2 sqm, mechanically or electrically operated noisemakers, and/or devices for noise or voice amplification.

11.8 Intent and purpose of these rules of conduct: Intent and purpose of these rules of conduct is to protect the legal interests of players, visitors and other persons that are staying in or near the stadium during an event, and the legal interests of the clubs that are involved in the event (especially in case of association penalties that are imposed because of misconduct of visitors).

11.9 Sanctions in case of prohibited conduct: In case of serious violations of the regulations in Article 11.7 of these GTTC, in case of acts pursuant to Articles 3, 27 of the Freedom of Assembly Act, in case of participation in occasion-related criminal offenses and/or violent acts within or outside the BayArena, Bayer 04, in addition to the immediate sanctions in Article 11.7, paragraph 1 of these GTTC shall have the right to impose the sanctions listed under and in accordance with the regulation in Article 10.4 and/or 4.3 GTTC against the customer or ticket holder concerned.

11.10 Stadium bans: In case of serious violations of the regulations in Article 11.7 GTTC, in case of acts pursuant to Articles 3, 27 of the Freedom of Assembly Act, in case of participation in occasion-related criminal offenses and/or violent acts within or outside the BayArena, Bayer 04, in addition to the immediate sanctions in Article 11.7, paragraph 1 GTTC and the sanctions pursuant to Article 11.9 GTTC, a stadium ban, and in particularly serious cases also a nationwide stadium ban, can be imposed. In this respect, the directive for the uniform handling of stadium bans of the German Football Association (DFB) shall apply, as amended.

11.11 Recourse: For violations of individual or several spectators of the regulations in Article 11.7 GTTC, particularly for the burning of Bengal lights and/or the use of other pyrotechnical objects, and/or throwing of objects, Bayer 04, and in case of violations of fans of the away team also the away club, can be fined by the competent associations with a monetary penalty or other sanctions. Bayer 04, or the away club, shall have the right to comprehensively demand recourse or damages according to the requirements of the respective high court jurisdiction resulting from the sanction from those verifiably identified responsible persons. If several persons are responsible, they shall be joint and several debtors pursuant to Article 421, German Civil Code, with the effect that Bayer 04 or the away club shall have the right to hold liable one individual, verifiably identified responsible person with regard to the entire monetary penalty or the entire damages resulting from the sanction for Bayer 04 or the away club if a causal connection existed between the contribution to the act of the individual, verifiably identified responsible persons according to the requirements of the respective high court jurisdiction.

12. Right to one's own image

Every ticket holder herewith irrevocably agrees for all current and future media to the gratuitous use of his/her image and voice for photographs, live broadcasts, programs, and/or tapings of image and/or sound produced by Bayer 04 or third parties authorized by Bayer 04 in connection with the event if unjustified interests of the ticket holder contradict such a use. Article 23, paragraph 2 of the German Copyright Act (Kunsturhebergesetz) regarding art as well as the separate regulations regarding data protection shall remain unaffected.

13. Contractual penalty

13.1 Requirements: In case of a culpable violation of these GTTC by the customer, particularly of one or more regulations in Article 10.2 or 11.7 GTTC, Bayer 04, in addition to the other possible measures and sanctions according to these GTTC and/or further recourse or legal compensation, in particular pursuant

to tort law, shall have the right to impose on the customer an appropriate contractual penalty in the amount of up to 2.500,- EUR.

13.2 Amount: Decisive for the amount of the contractual penalty shall be particularly the number and the intensity of the violations, type and degree of culpability (intent or negligence), attempts and successes of the customer or ticket holder with regard to redress, the question whether and to what extent said person is a repeat offender, and, in case of an unauthorized resale of tickets, the quantity of tickets offered, sold, transferred, or used as well as possible proceeds or profits generated from the resale, whereby it shall be noted for the avoidance of doubt that the contractual penalty may exceed the proceeds or profits generated from the resale.

14. Payment of excess proceeds

14.1 Requirements: In case of an inadmissible transfer of tickets pursuant to Article 10.2 a) and/or 10.2 b) GTTC by the customer, Bayer 04, in addition to imposing a contractual penalty pursuant to Article 13 GTTC and in addition to the other possible measures and sanctions according to these GTTC, shall have the right to request full or partial payment from the customer of the excess proceed or profit generated from the inadmissible ticket transfer by such customer.

14.2 Amount and use: The criteria specified in Article 13.2 GTTC shall be decisive for the question whether and to what extent the excess proceeds are paid. Bayer 04 shall use the skimmed off excess proceeds or profits for the benefit of social purposes (e.g. funding of youth soccer).

15. Liability

Customers shall visit the area around the BayArena and in the BayArena at their own risk. Bayer 04, its legal representatives and/or vicarious agents shall be liable for damages, irrespective of the legal basis, only in case of intent or gross negligence or—limited to the damage foreseeable and contract-typical at the time of the conclusion of contract—in case of violation of essential contractual obligations. Essential contractual obligations are those obligations which must be fulfilled in order to make the proper execution of the contract initially possible, the violation of which jeopardizes the attainment of the purpose of the contract, and the observance of which the customer ordinarily relies on. The limitation of liability shall not apply to claims for compensation of damages due to injury to life, body, or health or due to other legally compulsory liability offenses.

16. Contact

Ticket orders, queries, and any and all matters in connection with tickets from Bayer 04 can be addressed to Bayer 04 via the following contact options:

Bayer 04 Leverkusen Fussball GmbH

Service center, Bismarckstrasse 122-124, 51373 Leverkusen,

Hotline: 0214 / 5000 1904

Email: info@bayer04.de; online ticket shop: <http://ticketshop.bayer04.de>

The European Union offers an online platform that customers can use to settle disputes regarding consumer affairs out of court. The customer can reach this platform at <http://ec.europa.eu/consumers/odr/>.

Bayer 04 is not taking part in any dispute resolution in front of a consumer arbitration board according to German law (Par. 36 VSBG).

17. Data protection

To Bayer 04, the compliance of the respective data protection regulations is a matter of course. Bayer 04 will use the collected data according to the legal requirements, in particular the GDPR. Any and all personal data submitted by the customer shall be collected, processed, and used by Bayer 04 in accordance with the applicable data protection regulations. In this respect, reference is made to the data privacy statement by Bayer 04 downloadable at <https://www.bayer04.de/de-de/page/datenschutzerklaerung>.

18. Choice of law, place of fulfillment, jurisdiction

18.1 Choice of law: German law shall apply as long as no mandatory foreign law is applicable that originates from the country of the costumer. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

18.2 Place of fulfillment: The sole place of fulfillment for delivery, performance, and payment shall be the domicile of Bayer 04 (Leverkusen).

18.3 Jurisdiction: The place of jurisdiction for all disputes concerning, arising out or relating to these GTTC and the validity or a transaction based on these GTTC, is Leverkusen to the extent legally permissible. If the customer is a merchant in accordance with the German Commercial Code (HGB), a corporate body under public law, or a public separate estate, has no domestic place of general jurisdiction, or if the domicile or habitual residence in unknown at the time of the institution of legal proceedings, the exclusive jurisdiction for any and all disputes from and in connection with the contractual relationship shall be Leverkusen. In case of cross-border contracts to a non-consumer costumer, Leverkusen shall also be stipulated to be the exclusive jurisdiction for any and all disputes from the contractual relationship. This does not apply when the costumer is a consumer.

18.4 Language: In case of uncertainties of the GTTC that occur from differences

between the English and the German version the German version shall prevail.

19. Amendments and changes

In case of a change of the conditions of the market and/or the legal framework and/or the high-court jurisprudence, Bayer 04 shall have the right, even with regard to existing contractual relationships, to amend and/or change these GTTC and/or the current price list of Bayer 04 with a term of notice of four (4) weeks in advance, provided that the change is to be deemed acceptable to the customer whilst taking into account the interests of Bayer 04. The respective changes shall be announced to the customer in writing or via email if the customer agreed to this form of correspondence. The amendments or changes shall be deemed approved if the customer has not objected in writing or via email within a period of four (4) weeks after receipt of the changes and/or amendments, provided that Bayer 04 has expressly referred to this circumstance of assumption of approval in the notification of change. A possible objection by the customer must be addressed to the contact address in Article 16 GTTC.

20. Severability clause

If individual provisions of these GTTC are entirely or partly invalid, the validity of the remaining provisions or the remaining parts of such provisions shall not be affected. The parties must replace an invalid provision with a provision which closely approximates the economic purpose of the invalid provision. The same shall apply to a loophole in these GTTC.

Effective: February 2018