

Terms of Service

of Olympiastadion Berlin GmbH for the sale of Business Seat –Tickets for the concerts of Rammstein 2023 (event organizer: MCT Agentur GmbH)

1. SCOPE, CONTRACTUAL RELATIONS

- 1.1 The present General Terms and Conditions (hereinafter referred to as the "GTC") apply to the purchase of concert tickets from Olympiastadion Berlin GmbH (hereinafter referred to as "we" or "us") for the Rammstein concerts 2023 (hereinafter individually referred to as "Concert" and together as "Concerts") of MCT Agentur GmbH (hereinafter referred to as "MCT").

They govern the relationship in place between us and the purchaser of tickets (hereinafter referred to as "you" or the "customer"). The GTC are a component of the agreement as to the acquisition of concert tickets (hereinafter referred to as the "Tickets") and other services.

In the event that the customer uses general terms and conditions of its own that contradict our GTC set out here, these shall not become a component part of the agreement unless we have consented to them in writing.

- 1.2 By purchasing a Ticket, you as our customer will confirm that you are aware of these GTC and that you have accepted them as being binding upon yourself.

2. LIMITED TICKET PURCHASE

- 2.1 The Ticket purchase per person is limited to a maximum number of 6 (six) Tickets. The maximum number of 6 (six) Tickets will be displayed to you during the order process or otherwise communicated. You may only purchase this number of Tickets for a Concert, regardless of the number of purchase processes. It is expressly prohibited that one person, or several persons who have affiliated themselves with others for the purpose of commercially trading tickets or selling them as a business, initiate(s) a greater number of purchasing processes than specified, for example by providing different e-mail addresses or using different payment means (particularly by using pre-paid credit cards deployed for the purpose of purchasing a greater number of tickets than is admissible), or by circumventing this rule in any other way.

- 2.2 Section 5 applies in the event of a violation of section 2.1.

3. PERSONALIZED TICKETS

- 3.1 The Tickets are personalized, in other words, only that person has the right to demand access to the Concert that holds visiting rights. That person's name will be printed on the Ticket as component part of the Ticket.
- 3.2 The first name and last name you provide will be noted on the Ticket. Should you purchase several personalized Tickets, you will be asked, and you are obliged, when you make the purchase, to provide the first name(s) and last name(s) of the other person(s) to whom the personalized Ticket(s) is / are to be issued. You are under obligation to provide this information truthfully immediately in making the purchase. The legal transaction will come about or fail upon the immediate and truthful provision of the various names of Ticket holders at the purchase, in due time, since immediately following the purchase process, the Tickets will be made out in the names that you have provided (referred to by legal experts as “relative obligation to perform at a fixed point in time”). Any violation of your obligation to provide the different names will mean that we will have to expend considerable additional amounts of time, effort and money in retroactively processing re-personalization requests and will cause conflicts during admission to the Concert. Additionally, Concerts will be identified as “sold out” in spite of the fact that we have the right to rescind the respective agreements should you violate your obligation to provide different names, meaning that these seats will once again become available. Should we have to set an appropriate deadline for you in each case prior to rescinding the agreement, this would be to the detriment of the other fans and would enable the unauthorized trade in tickets at inflated prices. For the event that one and the same name is provided in purchasing several Tickets, in contravention of the above provision, we reserve the right, for the above reasons, to immediately rescind the agreement without this requiring any deadline to be set (Section 323 paragraph 2 no. 2 of the Bürgerliches Gesetzbuch (BGB, German Civil Code)). Moreover, you will be asked to confirm that you are entitled to personalize the ticket(s) in the name of the third person(s). In such cases, the contract shall be concluded exclusively by yourself with us. Any other persons that you may name will be the sole beneficiaries under this contract and will gain an independent right to attend the Concert (Sections 328 et seqq. of the German Civil Code).
- 3.3 The right to attend a Concert is the result solely of the contract you have concluded with us. Moreover, your name will have to be noted on the Ticket. As a result of the contract you have concluded with us, third parties for whom you have acquired a personalized Ticket are, in accordance with these GTCs, likewise entitled to attend the Concert. The names of these third parties must be noted on their Tickets. An additional prerequisite for attending the Concert is that you or the person for whom you have purchased the Ticket are/is able to identify yourself / himself at the admission ticket

checkpoint on request by submitting a valid passport, personal identity card, driver's license, credit card, or EC bank card.

- 3.4 We are not under obligation to demand that the said documents are shown at the admission ticket checkpoints in order to be sure that the Ticket holder is in fact authorized to attend. We will be free from our performance obligations vis-à-vis our contractual partner if another person has obtained access to the Concert by presenting a Ticket. Only one person is authorized to attend the Concert per Ticket.
- 3.5 For reasons of fairness, to prevent the resale of Tickets at inflated prices and to avoid any associated damage to the reputation of us as well as of MCT as the event organizer, the distribution of personalized Tickets is prohibited. Specifically, this includes selling the Tickets to third parties, or offering the Tickets for sale in the context of internet auctions or not authorized internet ticket sales platforms or ticket retailers.
- 3.6 Section 5 applies in the event of a violation of section 3.5.

4. RETURNING TICKETS

- 4.1 A return of VIP tickets (Business Seats) is generally excluded. The return of VIP tickets and the refund of the ticket purchase price as a gesture of goodwill shall be at the discretion of Olympiastadion Berlin GmbH in individual cases.
- 4.2 VIP tickets lost by the customer - in particular VIP vouchers - cannot be replaced for security reasons.

5. DISABLING OF TICKETS

- 5.1 In the event of a violation of the prohibitions set out in section 2.1 or 3.5, we shall be entitled to disable the Tickets concerned, against reimbursement of the ticket purchase price and to refuse access to the Concert to the respective holder of the Ticket.
- 5.2 In the event of repeated prohibitions set out hereinabove in section 2.1 or 3.5, we shall be entitled to disable the Tickets without any compensation, in other words without reimbursement of the ticket purchase price paid.
- 5.3 The disabling can be carried out by us, MCT or a third party commissioned by MCT on our behalf.

6. SOUND AND/OR IMAGE RECORDING ON- UND / ODER BILDAUFNAHMEN

In the event that image and/or sound recordings, such as photo/film/TV and/or audio recordings (hereinafter referred to as "recordings"), are made during the Concert by Rammstein Konzert GmbH, Hertzstr. 63 B, 13158 Berlin (hereinafter referred to as "Rammstein") and/or third parties commissioned for this purpose, you agree that you may be recorded in picture and/or sound and that the recordings may be used exclusively by Rammstein spatially, temporally, contentwise unlimited, edited and/or unedited, in whole and/or in part, in physical and incorporeal form, in all media and formats (e.g. print, social media, audiovisual media, online etc.) itself and/or via third parties without any claim to remuneration without any restrictions, in particular duplicated, distributed, broadcast, made publicly available, etc., made publicly accessible, etc.

7. APPLICABLE LAW AND PLACE OF JURISDICTION

- 7.1 To the extent the customer is not a consumer, solely the laws of the Federal Republic of Germany shall apply; the UN Sales Convention is excluded.
- 7.2 The place of performance and the place of jurisdiction is Berlin if the customer is a merchant, a legal entity under public law, or special assets governed by public law.

8. SEVERABILITY CLAUSE

- 8.1 The invalidity or unenforceability of one or more provisions of this contract shall not affect the validity of the remaining provisions of this contract. The same shall apply in the event that the contract does not contain a provision which would be necessary.
- 8.2 In place of the invalid or unenforceable provision or in order to fill the gap in the provision, the legally permissible and enforceable provision shall apply which, in the opinion of the parties, most closely approximates the economic purpose of the invalid, unenforceable or missing provision.