

Terms of Service

of Olympiastadion Berlin GmbH for the sale of Boxes Seat- Tickets for the concerts of Rammstein (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 concerts (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. PROHIBITION ON TRANSFERRING TICKETS

- 2.1 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 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.

In the event of a violation of the prohibitions set out in section 2.1, 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. In the event of repeated prohibitions set out hereinabove in section 2.1, we shall be entitled to disable the Tickets without any compensation, in other words without reimbursement of the ticket purchase price paid. The disabling can be carried out by us, MCT or a third party commissioned by MCT on our behalf.

3. RETURNING TICKETS

- 3.1 A return of VIP tickets (Box 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.
- 3.2 VIP tickets lost by the customer - in particular VIP vouchers - cannot be replaced for security reasons.

4. 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 available, etc., made publicly accessible, etc.

5. APPLICABLE LAW AND PLACE OF JURISDICTION

- 5.1 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.
- 5.2 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.

6. SEVERABILITY CLAUSE

- 6.1 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.
- 6.2 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.