

Terms of Service

of QUARTERBACK Immobilien ARENA – ZSL Betreibergesellschaft mbH for the sale of VIP-Tickets for the concert(s) of Björk (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 QUARTERBACK Immobilien ARENA – ZSL Betreibergesellschaft mbH (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. SPECIAL PROVISIONS FOR LIMITED TICKET PURCHASE

- 2.1 For certain Concerts, the Ticket purchase per person is limited to a maximum number of Tickets. The maximum number of 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 6 applies in the event of a violation of section 2.1.

3. RESTRICTIONS ON TRANSFERRING TICKETS

3.1 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, it is in our interest and in the interest of MCT as event organizer to restrict the transfer of Tickets. You are prohibited from:

3.1.1 Transferring or selling Tickets without our prior express approval, or acquiring them on behalf of a third party, where this is done in the context of commercial or business activities;

3.1.2 Offering Tickets for sale in the context of internet auctions not authorized by us;

3.1.3 Selling Tickets to third parties with the intent of making a profit without having obtained our prior express approval, or acquiring them on behalf of a third party in order to obtain a profit by the brokerage activity; or

3.1.4 Selling Tickets in front of the Concert event venue.

3.2 For any instance in which the prohibitions set out in section 3.1 are culpably breached, we may demand that you pay a contractual penalty, the amount of which we may determine at our equitable discretion, and which, in the event of a dispute, may be reviewed before a court. As a general rule, the amount of the contractual penalty shall be based on the current offer price or price for the onward sale; as a minimum, however, it shall be based on the ticket purchase price of the Tickets offered for sale or transferred in violation of section 3.1 hereof. The maximum contractual penalty shall amount to EUR 7,500.00. Any further-reaching claims to compensation of damages or demands for payment of a contractual penalty for any other violations of the present GTC shall remain unaffected hereby. Any contractual penalty paid shall be set off against a claim to compensation of damages.

4. SPECIAL PROVISIONS FOR THE PURCHASE OF PERSONALIZED TICKETS

4.1 For certain Concerts, 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 a component part of the Ticket. These Concerts will be marked with a corresponding notice regarding the personalization of the Ticket, or notice of this fact will be given when the Ticket is purchased.

4.2 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).

- 4.3 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.
- 4.4 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.
- 4.5 You may transfer your rights and obligations under the contract with us (and thus also the right to demand access to the Concert) to a third party only by that third party

acceding in your stead to the contract with us, and such third party accepting all your rights and obligations. This accession to the contract requires our consent, which is hereby granted in advance, subject to the restrictions set out hereinbelow in section 4.6.

4.6 For reasons of fairness and to prevent Tickets from being resold at excessive prices, thus also preventing any negative impacts on our reputation and on the reputation of MCT as concert event organizer, we will not grant our consent to a third party acceding to the contract with us as provided for in section 4.5 in the following cases:

- 4.6.1 Where Tickets are forwarded or sold, or acquired for a third party, without our express prior consent, if this is done in the context of commercial or business activities;
- 4.6.2 Where Tickets are offered for sale in the context of internet auctions not authorized by us;
- 4.6.3 Where Tickets are sold at a price that is higher than the ticket purchase price plus the advance booking fee and plus any expenditures that the seller may have incurred as a result of the acquisition or resale of the tickets (as a maximum, however, 15% of the ticket purchase price);
- 4.6.4 Where Tickets are sold with the intent of making a profit, or where they are acquired on behalf of a third party in order to obtain a profit by the brokerage activity without our explicit written authorization;
- 4.6.5 In the event of any sale of Tickets without any reference being made to the present GTC, in particular section 4.5 and the present section 4.6.

In such events, offering the Tickets and forwarding and/or reselling them is prohibited. Likewise, the sale of the Tickets in front of the Concert event venue is prohibited. ebenfalls untersagt.

4.7 Section 6 applies in the event of a violation against section 4.6..

5. TRANSFER AND RE-PERSONALIZATION OF PERSONALIZED TICKETS

- 5.1 Subject to the stipulations of section 4.5. and 4.6. hereof, in other words subject to the prerequisite that the third party accedes to the contract with us including the present GTC and that we have consented to this being done according to section 4.5, you are entitled to transfer the personalized Ticket you have purchased, in other words the entitlement to attend the Concert, to a third party. Following this transfer (Section 398 of the Bürgerliches Gesetzbuch (BGB, German Civil Code)), the Ticket must be re-personalized to the new holder of the entitlement to attend the Concert. To do this,

please contact: [Kontakt für die Umpersonalisierung]. Only the original Ticket purchaser is entitled to request re-personalization. This also applies in the event that he has purchased tickets for more than one person.

- 5.2 To re-personalize a Ticket in accordance with section 5.1, you must know the name of the person to whom you wish to re-personalize the Ticket.
- 5.3 In order to ensure that re-personalizations are performed exclusively by the persons authorized to do so, you will have to identify yourself with an official identification document that can be copied (not a personal identity card or passport) reflecting the identity of the Ticket holder (such as the health insurance identification card or a driver's license). Based on the identification document, we will check whether the name of the purchaser set out in the Ticket corresponds to the name on the identification document. Your data will not be used for any other purpose than to establish that the person wishing a re-personalization of the Ticket is in fact identical with its purchaser.
- 5.4 Should you wish to re-personalize a Ticket that you have purchased for another person, you will be asked to submit an identification document (not the personal identity card or passport) of that person reflecting the identity of the holder of the Ticket (such as the health insurance identification card or a driver's license). Based on the identification document, we will check whether the name of the person set out in the Ticket, for whom you have purchased the Ticket, corresponds to the name on the identification document.
- 5.5 By making available the identification document, you declare that you are entitled to re-personalize the Ticket for the person for whom you have purchased it and to make available for that person an official identification document that can be copied (not a personal identity card or passport). The data will not be used for any other purposes than to establish that the name set out on the Ticket is identical to that on the identification document.
- 5.6 Once the Ticket has been re-personalized, the Ticket originally issued will be disabled. It will no longer enable its holder to access the Concert.
- 5.7 Tickets can be re-personalized until, at the latest, 24 hours prior to the start of admission to the Concert booked. In emergency cases (e.g. short-term illness of the Ticket holder), the re-personalization can still take place up to 8 hours before the start of admission.
- 5.8 For each re-personalization, we will charge a processing fee, of which you will be notified prior to said re-personalization.

6. DISABLING OF TICKETS

- 6.1 In the event of a violation of the prohibitions set out in section 2.1 or 4.6, 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.
- 6.2 In the event of repeated prohibitions set out hereinabove in section 2.1 or 4.6, we shall be entitled to disable the Tickets without any compensation, in other words without reimbursement of the ticket purchase price paid.
- 6.3 The disabling can be carried out by us, MCT or a third party commissioned by MCT on our behalf.

7. SOUND AND/OR IMAGE RECORDING

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 MCT and/or the artist(s) 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 MCT and/or the artist(s), 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.

8. APPLICABLE LAW AND PLACE OF JURISDICTION

- 8.1 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.
- 8.2 The place of performance and the place of jurisdiction is the location of QUARTER-BACK Immobilien ARENA – ZSL Betreibergesellschaft mbH if the customer is a merchant, a legal entity under public law, or special assets governed by public law.

9. SEVERABILITY CLAUSE

- 9.1 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.
- 9.2 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.