

**General Terms and Conditions
of Business of Arena One GmbH for AO Lounge and Executive Lounge Seats in the Allianz Arena Munich
As at July 2013**

1. Scope of Application

The following General Terms and Conditions of Business, in the version applicable at the time of purchase, apply exclusively to the business relationship between Arena One GmbH ("AO") and the purchaser of tickets for seats in the AO Lounge and Executive Lounge. Customers' deviating or additional terms and conditions are rejected. They apply only if AO has declared its agreement expressly and in writing with them or a part of them.

2. The Formation of Contracts

Ordering by the customer represents an offer to AO to conclude a contract. The contract is formed by written confirmation of the order by AO (e.g. letter, email, fax) and the despatch of the ordered Lounge tickets. Verbal supplementary agreements or subsequent changes/additions to a contract are only binding if AO has confirmed them in writing.

3. Shipment and Despatch Costs

- 3.1. Shipment is to the address provided, unless something different has been agreed. Personal collection is possible.
- 3.2. We charge a despatch costs fee for deliveries within Germany of €15.00. The despatch costs for deliveries outside Germany are charged individually according to country and are disclosed upon request.
- 3.3. The tickets are despatched at the cost and risk of the purchaser. The Lounge Seats tickets are despatched after payment has been made in full.

4. Maturity and Payment

- 4.1. The prices given at the time of the written order plus applicable value added tax apply.
- 4.2. The payment is due with the signing of the contract.
- 4.3. We only accept cash in advance payments, or payments by credit cards. We accept VISA and Mastercard – unfortunately credit card payments are not possible with season tickets.

5. The Validity of the Seat Tickets

AO Lounge and Executive Lounge Seats tickets are valid only for the game given when ordering. Each Seat ticket entitles entry for only one person.

6. Right of Withdrawal

- 6.1. The purchaser has the right under Article 312 (d) of the German Civil Code [BGB] to rescind the order (withdrawal from the contract) in writing (e.g. letter, fax, email) within two weeks from the receipt of the Seat tickets without giving a reason. The rescission period is observed by the timely sending of the rescission notice. The rescission notice is to be sent to:

Arena One GmbH
Werner-Heisenberg-Allee 25
D-80939 Munich
Fax: 089 / 32 37 6-4399
Email: viplounge@arena-one.com

- 6.2. In the case of an effective rescission, the services received by both parties are to be returned. In the case of rescission by the purchaser the remuneration will be refunded, non-cash, to the purchaser. To this end the bank details of the customer are required. The tickets are to be returned immediately to AO.
- 6.3. There is no right of rescission if the Seats tickets have already been redeemed.

7. Data Protection

The personal data required for the business transaction are saved and handled confidentially in compliance with the Federal Data Protection Act (BDSG) and the Tele-media Act (TMG). AO undertakes not to pass on the purchaser's personal data, including his, her or its address and email address, to a third party without his, her or its express and revocable agreement.

8. Re-Sale

It is strictly prohibited to purchase tickets for purposes of re-sale at profit. (in particular on ebay or other ticket agencies). The contracting partner is obliged to make sure that no resale will occur by his contracting partners / customers to higher than the agreed prices, by means of appropriate contractual agreements. AO is entitled to demand suitable proof from the customer and also from the matchday visitors. In case the contracting partner does not fulfil these liabilities in full or in part, a contractual penalty of € 10 000, 00 will be charged.

9. Advertising

FC Bayern München AG has imposed an obligation on AO to refrain from advertising tickets in any way whatsoever. This obligation also applies to AO's contracting partner. Accordingly public advertising for annual tickets purchased from AO is not permitted. The contracting party must ensure by contractual means that its contracting partners also comply with this prohibition on advertising. AO is entitled to demand appropriate proof of such from the customer. In the event that the contracting partner does not satisfy or does not materially satisfy these obligations, it promises to pay a sum of money for each breach amounting to 10,000 EUR (liquidated contractual damages). The contracting party must ensure by contractual means, that its contracting partners / clients also comply with the advertising ban.

10. Supplementary Provisions

In addition, the stadium rules and terms and conditions apply for of the use of vehicle parking places. The instructions of the security staff must be obeyed. The use of any technical devices for imaging, movie- or sound recordings for the purpose of commercial use is prohibited. Similarly, the transportation of dangerous goods, prohibited substances and animals is forbidden. Violations against our terms and conditions or the house rules can be punished with removal from the AO lounge / executive lounge, without refund of the ticket price. In this case, we reserve the right to inform authorities and the FC Bayern München AG.

11. Final Provisions

- 11.1. If the purchaser is a merchant within the meaning of the German Commercial Code [*Handelsgesetzbuch*], a legal entity under public law or a special fund under public law, or does not have a place of general jurisdiction in Germany, Munich shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. Furthermore, AO is entitled to bring an action before the court which has jurisdiction at the registered office of the purchaser.
- 11.2. The purchaser may only set off against AO's claims or assert a right of retention with counterclaims that are undisputed or determined to be legally valid.
- 11.3. Should individual provisions of these terms and conditions be or become invalid or unenforceable, the contract as a whole and the other provisions of these terms and conditions shall remain valid.
- 11.4. The contractual parties undertake to replace the invalid/unenforceable provision from the start of the invalidity/unenforceability by an equivalent provision which is as close as possible economically having regard to the interests of both parties. The same shall apply to any gaps.