

1. Scope of Application

These General Terms and Conditions of Business apply to the services of Arena One GmbH ("AO") for events and catering in the Allianz Arena Munich. 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. Offers and Prices

- 2.1. Offered prices are net prices and are to be understood as being plus the applicable value added tax (currently 19 %).
- 2.2. Setting-up and taking down days in the time from 08:00 to 24:00 hrs are charged at 50% of the daily rental rate.

3. The Formation and Content of Contracts

- 3.1. The contract is formed by returning the undersigned event agreement of AO by the customer. Amendments by the customer require the express agreement of AO. Verbal supplementary agreements or subsequent changes/additions to a contract are only binding if AO has confirmed them in writing.
- 3.2. If the customer is an intermediary and/or a promoter for a third party ("principal"), both are jointly and severally liable for the fulfilment of the obligations under the contract. With his, her or its signature under AO's offer, the intermediary/promoter declares that he, she or it is authorised by his, her or its principal. AO's contractual partners and customers and thus the invoicing address are initially the intermediary/promoter.
- 3.3. Fundamentally the customer may not bring along any food or drinks to the event. Exceptions to this require a written agreement with AO. In these cases, AO will charge an amount to cover the overheads.

4. Scope of and Changes to Services

- 4.1. AO reserves the right to make changes to the composition of a menu in the event that, for reasons not due to AO, parts of the menu have to be replaced by equivalent food or drink. AO will strive to inform the customers promptly and will ensure that the substitute product comes as reasonably close to the character of the replaced product.
- 4.2. The scope of services provided by the customer and confirmed in the offer through a signature serves as the basis of invoicing. Increases in the scope of services and the sales of drinks shall be charged for according to the sales that have actually occurred based on AO's usual event prices.
- 4.3. The customer shall inform AO of any changes in the number of people by no later than 5 days before the event commences in writing (in respect of the box area by 1200 hrs of the preceding working day).

4.4. If the customer reports a change in the number of people by more than 10 % 8 days or later prior to the booked event, AO is entitled to charge 50% of the shortfall in sales from the reduction of the number of people – unless the customer can prove lesser losses or AO can prove greater losses.

4.5. In respect of a considerable reduction in the number of people (>20%), AO reserves the right to choose tables or rooms other than those chosen based on the originally provided number of people and to change the placement of the guests. AO will strive to satisfy as far as possible the placement wishes of the customers.

5. Rescission

- 5.1. The customer is entitled to rescind the contract up to 14 days before the agreed date. Rescinding the contract after this deadline is not possible and entitles AO to charge 100% of the contract amount. If the customer declares the rescission:
 - sooner than 6 weeks before the agreed date, this is at no charge;
 - between 6 weeks and 14 days before the agreed date, AO is entitled to charge cancellation costs of up to an amount of 80% of the contract amount, unless the losses of AO are less and the customer can prove this.
- 5.2. AO is entitled to rescind the contract 14 days prior to the date, if a football game is played in the Allianz Arena Munich at this time, which AO was not aware of at the time of the conclusion of the contract, and during which AO will not be able to utilise the agreed spaces for the agreed object of the event. AO will inform the customer immediately after becoming aware of such a newly scheduled game and strive, insofar as desired, to provide a new date for the customer which is as close as possible to the cancelled event.
- 5.3. In the event of force majeure and industrial disputes (strikes and lockouts), through which not only a delay in performance occurs, AO may withdraw from the contract.

6. Special Wishes of the Customer (Decoration, Technology)

- 6.1. After the end of the event any exhibition material and other items that have been brought in shall be removed without delay. If the customer does not do this, AO is entitled to remove and store these at the expense of the customer. If the items remain in the event space, AO can charge room rental for the period the said items remain therein. The production of evidence of lesser losses shall be reserved to the customer, AO the right to provide evidence of higher losses.
- 6.2. The customer is not entitled to use his, her or its own telephone, fax and data transmission equipment, but to use the Allianz Arena's internal network – which will be made available by an outside firm and which will be.

charged for.

6.3. Customer complaints about the technical equipment and rooms made available by AO are to be notified immediately and in writing to AO. The services of AO are regarded as approved if not reported in time.

6.4. In respect of defects to the equipment made available by AO, AO will, at its own discretion, either repair the object involved or supply a replacement, whereby several attempts at repair are permitted. If the repairs are not carried out in a suitable period or the replacement is also defective, the customer can demand reduction of the remuneration and, if the event is seriously affected, can withdraw from the contract.

7. The Duties of the Customer

7.1. AO shall ensure that the rooms are in the prescribed condition for holding events. The customer is responsible for complying with public law regulations and for obtaining the required authorisations that affect the holding of the actual event.

7.2. AO reserves the right to agree or not to changes in the seating in the Business Area and in the Sponsors' Lounges. If the customer intends to make changes to seating in these areas, he, she or it must inform AO of this promptly. Should AO comply with this request, AO can charge the customer for the costs of rearranging and putting back in place the seating.

7.3. Advertising by the customer outside the rented rooms is not permitted. In particular, the affixing of signs or similar or the walls and ceilings is not allowed. With the agreement of AO, it is possible to have information signs for the event.

8. Remuneration and Payment Conditions

8.1. AO reserves the right to request 50% of the contract amount as a deposit with the acceptance of the customer of the offer. If AO avails itself of this right and this deposit has not been received 14 days after the receipt of a relevant request by the customer, however, no later than 14 days prior to the event, AO shall be entitled to rescind the contract. This does not apply if the acceptance of the offer takes place later than 14 days before the event. The date and the name of the event are to be given on the payment instruction.

8.2. Billing abroad shall only be possible after prior agreement with AO.

8.3. The (final) invoice will be issued by AO subsequent to the event. The invoice amount is due for payment within 14 days after receipt of the invoice without deductions.

9. Technical and Organisational Provisions

9.1. If the customer provides the decoration with AO's consent, the decoration material used by him, her or it must comply with the fire brigade regulations. AO is entitled to demand official proof of this. To avoid damage, the introduction and assembly of items must be agreed with AO.

9.2. The use of the customer's own electrical systems while using the electricity network of rooms let by AO shall require the written consent of AO.

9.3. In particular, the customer shall ensure that the floor is not loaded with more than 4 kn/m² at any point. The consequences of not complying with this specification will be borne by the customer.

9.4. The event agreement encompasses the thorough cleaning of the event rooms and the disposal of the waste usual for the event. AO shall charge separately for the disposal of any unusual waste in terms of its nature or its quantity. The same shall apply to exceptional dirtying of the event room.

9.5. The turf of the stadium may not be accessed and no items may be placed on the turf.

9.6. In respect of events of more than 250 people, the customer, at his, her or its own cost, has to ensure the presence of a medical attendant. If the customer so wishes, AO can commission a relevant institution with the provision of a medical attendant.

9.7. In the case of musical performances, the customer must guarantee the protection of the relevant proprietary rights (GEMA = German performance rights organization).

10. Liability

10.1. The customer is liable for all damage to the buildings or the inventory which has been caused culpably by participants at or visitors to the event, employees or other third parties from the customer's area or the customer himself, herself or itself.

10.2. AO is liable for damage to the customer through breaches of duty to legal assets other than life, limb or health only in the event of these being caused as a result of gross negligence or intent. If the damage arises through a breach of material contractual obligations, AO shall also be liable in the case of simple negligence.

10.3. AO is not liable for any noise pollution arising from any construction work in the Allianz Arena Munich.

10.4. If the customer decides to take away unused food and drinks with him, her or it after the end of the event, AO shall assume no liability for damage caused by incorrect storage, transportation, hygienic handling or other improper handling and/or delayed consumption

11. Final Provisions

11.1. If the customer 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, 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 customer.

11.2. Emails do not satisfy the written form in the meaning of these General Terms and Conditions of Business.

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. 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.