



**General Terms and Conditions of FC Bayern München AG (FCB) and DO & CO München GmbH (DO & CO) concerning the purchase of entrance tickets for the FC Bayern Erlebniswelt/Arena Tours via internet and via the Service Team**

**1 Scope of these terms and conditions**

The following terms and conditions, provided here for reference with your confirmation email, apply exclusively to orders for FC Bayern Erlebniswelt or Arena Tours tickets (individual tickets and group bookings) placed via the internet ([www.fcbayern.com/erlebniswelt](http://www.fcbayern.com/erlebniswelt), [www.allianz-arena.com/erlebniswelt](http://www.allianz-arena.com/erlebniswelt)) and/or via the Service Team.

**2 Conclusion and contents of contracts**

**2.1 FC Bayern Erlebniswelt**

An overview of ticketing options and prices for the FC Bayern Erlebniswelt (individual tickets and group bookings) is available at [www.fcbayern.com/erlebniswelt](http://www.fcbayern.com/erlebniswelt). **The contractual partner for ticket orders for the Erlebniswelt, including those sold as 'Combitickets', is FC Bayern München AG (FCB).** Orders are placed via telephone, by completing the online booking form, or by completing and sending off the application form. The ticket will be supplied either as a Print@Home document or will be deposited at the ticket desk in the foyer of the FC Bayern Erlebniswelt upon request. Entrance tickets cannot be returned or refunded. Lost or damaged tickets cannot be replaced.

**2.2 Birthdays at the FC Bayern Erlebniswelt**

The offers and prices for birthdays are listed at [www.fcbayern.com/erlebniswelt](http://www.fcbayern.com/erlebniswelt) and [www.allianz-arena.com](http://www.allianz-arena.com), and at the FCB KidsClub website ([www.fcbayern.com/kidsclub](http://www.fcbayern.com/kidsclub)) for FCB KidsClub children's birthday parties in the Erlebniswelt. **The contractual partner for birthday ticket orders for the Erlebniswelt is FC Bayern München AG (FCB).** The following conditions apply to orders and shipping:

- a) The customer may choose from the available offers and book the chosen service, specifying the requested date and the number of participants (offer).
- b) The applicable prices are those shown at the time of the booking, which are inclusive of VAT.
- c) The contract is concluded via confirmation of the booking by FCB and/or the Service Team on behalf of FCB (acceptance). Verbal ancillary agreements or alterations/additions to the contract are only binding if confirmed in writing by FCB and/or the Service Team on behalf of FCB.

**2.3 Special provisions for FC Bayern Erlebniswelt group bookings and birthday parties at the FC Bayern Erlebniswelt**

**2.3.1 Group bookings/Changes to the number of persons**

FCB is entitled to charge for the number of persons booked, even if the number of persons attending is lower than the booked number.



### 2.3.2 Birthday parties at the FCB Erlebniswelt/Changes to the number of persons

- FCB is permitted to charge for the number of persons booked, even if the number of persons attending is lower than the booked number.
- If the number of persons attending on the requested date is over 10% higher than the number of persons booked, FCB cannot guarantee that all persons attending can participate in the booked tour; this applies particularly when the additional number of participants leads to the formation of more tour groups than planned.

## 2.4 Arena Tours

### 2.4.1 Individual tickets/bookings

The tour offers and prices for individual tickets and bookings are listed at [www.fcbayern.com/erlebniswelt](http://www.fcbayern.com/erlebniswelt) and [www.allianz-arena.com](http://www.allianz-arena.com). **Tickets for Arena Tours, including those sold as 'Combitickets', are sold and invoiced in the name of DO & CO München GmbH (DO & CO), Parkring 35, 85748 Garching.** For order placement and delivery see clause 2.1.

### 2.4.2 Group bookings

The tour offers and prices for closed groups are listed at [www.fcbayern.com/erlebniswelt](http://www.fcbayern.com/erlebniswelt) and [www.allianz-arena.com](http://www.allianz-arena.com), and the FCB KidsClub website ([www.fcbayern.com/kidsclub](http://www.fcbayern.com/kidsclub)) for FCB KidsClub children's birthday tours. **Tickets for Arena Tours, including those sold as 'Combitickets', are sold and invoiced in the name of DO & CO München GmbH (DO & CO), Parkring 35, 85748 Garching.** The following conditions apply to orders and shipping:

- a) The customer may choose from the available offers and book a guided tour, specifying the chosen tour option, the requested date, and the number of participants (offer). Applications for group tours may only be placed using the application form for group tours (available online).
- b) The applicable prices are those shown at the time of the booking, which are inclusive of VAT.
- c) The contract is concluded via confirmation of the booking by DO & CO and/or the Service Team on behalf of DO & CO (acceptance). Verbal ancillary agreements or alterations/additions to the contract are only binding if confirmed in writing by DO & CO and/or the Service Team on behalf of DO & CO.

### 2.4.3 Special provisions for Arena Tour group bookings and 'Combiticket' group bookings according to clause 2.4.2:

#### a) Cancellation

The customer may cancel the contract up to 8 days before the agreed date.

If the contract is cancelled

- more than 7 working days before the agreed date, the cancellation is free of charge;
- less than 8 working days before the agreed date, DO & CO and/or FCB may charge a cancellation fee amounting to 100% of the contract amount, unless



the customer can prove that the damage to DO & CO and/or FCB is less than this amount.

- The cancellation must be submitted to DO & CO and/or FCB and/or their respective Service Team in written form.

b) Changes to the number of persons

- DO & CO and/or FCB is/are permitted to charge for the number of persons booked, even if the number of persons attending is lower than the booked number.
- If the number of persons attending on the requested date is over 10% higher than the number of persons booked, DO & CO cannot guarantee that all persons attending can participate in the booked tour; this applies particularly when the additional number of participants leads to the formation of more tour groups than planned.

### **3 Provisional bookings**

#### 3.1 FC Bayern Erlebnisswelt

The DFL (Deutsche Fußball Liga GmbH) only determines the exact scheduling of Bundesliga matches a few weeks in advance. This means that some dates displayed on the online ticketing website are only provisional. Ticket orders for potential match days will accordingly be deemed provisional and confirmed conditionally. An email with a reservation number will be sent to your email address. Please note that this email is **NOT** a confirmation of your order.

Once the match day has been finalised by the DFL, and should your requested date be available, a confirmation email will be sent to the supplied email address to confirm that the order can be placed. Should the requested date coincide with a match day, we will notify you via email accordingly.

#### 3.2 Arena Tours

Clause 3.1. also applies to individual bookings for Arena Tours.

3.2.1 Provisional orders for group bookings will also be confirmed conditionally. Once the match day has been finalised by the DFL, and should your requested date be available, a binding confirmation email will be sent to the supplied email address. Should the requested date coincide with a match day, your booking cannot be accepted and we will notify you via email accordingly.

3.2.2 Furthermore, DO & CO reserves the right to cancel conditionally confirmed orders if the tour cannot take place on the requested date due to football matches, other major events, or other circumstances which make it impossible for DO & CO to operate the tour. If desired by the customer, DO & CO's priority will be to offer the customer an alternative date for the cancelled tour as soon as possible.

### **4 Force majeure, industrial disputes**

In case of force majeure or industrial disputes (lockouts and strikes) which result in



more than only a delay in delivery or performance of service, FCB and/or DO & CO may withdraw from the contract.

## **5 Prices and payment conditions**

5.1 The prices listed on our websites [www.fcbayern.com/erlebniswelt](http://www.fcbayern.com/erlebniswelt), [www.allianz-arena.com](http://www.allianz-arena.com) and [www.fcbayern.com/kidsclub](http://www.fcbayern.com/kidsclub) (please click on the corresponding category) only become binding once FCB and/or DO & CO and/or the Service Team on behalf of FCB and/or DO & CO has delivered the order at the quoted price, i.e. when the tickets have been sent as a Print@Home document or when the tickets have been deposited in the foyer of the FCB Erlebniswelt, and/or once FCB and/or DO & CO or their respective Service Team have sent the booking confirmation.

Please note: The Print@Home document must be printed in DIN A4 format. Each ticket must be printed on a separate piece of paper.

5.2 Once the Print@Home document has arrived, it is the customer's obligation to check whether the number, price and date on the tickets are correct. Claims for refund/replacement of incorrect Print@Home tickets must be submitted in writing, either via email or by post to the address listed in the contact details under clause 11, within three working days of the receipt of the Print@Home document by the customer. The postmark or email transmission protocol determines whether the claim was submitted before the claim deadline. Tickets cannot be refunded or reordered after the deadline has expired.

5.3 Orders must be paid in advance via Visa, Mastercard, American Express or via direct debit (limited to German bank accounts). If the order cannot be placed due to an invalid debit payment or due to insufficient credit balance, FCB and/or DO & CO is/are permitted to cancel the order without replacement, or to electronically block the tickets. In such cases, any assertion of claims for damages is explicitly excluded.

### **5.4 Discounts**

Members of FC Bayern München eV will receive a discount. Each member may purchase one member's ticket at the discount price. This discount applies only to tickets for the Erlebniswelt and/or the Combiticket (Erlebniswelt and Arena Tour), but not to Arena Tours tickets.

Other discounts and the amount of the discounts are published on the websites listed under clause 2. Entry with a ticket purchased at a discount price will only be granted upon presentation of proof of validity of the discount at the appropriate ticket desk in the foyer of the FC Bayern Erlebniswelt.

### **5.5 Special provisions for Arena Tour group bookings according to clause 2.4.2:**

The stated price must be paid at least 7 working days prior to the agreed tour date via Visa, Mastercard, American Express or via direct debit (limited to SEPA bank accounts). In exceptional cases DO & CO permits payment at the cash desk in the foyer of the FC Bayern Erlebniswelt prior to the start of the tour. These on-site



payments can be made in cash, via EC (bank) card or credit card. Valid ID is required for card payments.

## **6 Validity**

6.1 Tickets for one-time visits to the FC Bayern Erlebniswelt and/or one-time participation in an Arena Tour

Tickets are valid for entry to the FCB Erlebniswelt on the selected day at the stated admission time and/or to an Arena Tour at the confirmed starting time. Arena Tour participants should therefore arrive at the starting point of the chosen tour 15 minutes prior to the start of the tour. No-shows or late arrivals to the Arena Tour invalidate the ticket. Tour costs cannot be refunded.

If entry to the FCB Erlebniswelt or the operation of Arena Tours is not possible on the day of your visit due to retroactively scheduled match days at the Allianz Arena, or for other reasons beyond the control of FC Bayern and/or DO & CO, the ticket will remain valid for up to one year after the confirmed date (see date printed on the ticket).

6.2 FC Bayern Erlebniswelt season tickets

Season tickets for the FC Bayern Erlebniswelt are personalised and non-transferable. They are valid for unlimited visits to the FC Bayern Erlebniswelt within the validity period printed on the ticket. Season tickets cannot be returned or refunded. Lost season tickets will not be replaced.

If entry to the FCB Erlebniswelt is not possible on the day of your visit due to retroactively scheduled match days at the Allianz Arena, or for other reasons beyond the control of FCB, the validity of the ticket will not be extended.

## **7 Information regarding Arena Tours**

Arena Tours start at the 'Paulaner Biergarten/Hacker-Pschorr FanTreff', located in the area adjoining the FCB Erlebniswelt foyer. The starting time printed on the ticket is binding.

Tickets must be collected 30 minutes before the start of the tour in the foyer of the FC Bayern Erlebniswelt, if the tickets were not supplied as Print@home tickets. If the tickets are collected at a later point, DO & CO will endeavour to begin the tour as soon as possible (particularly if the customer informs DO & CO of the delay in good time). DO & CO reserves the right to charge the full price of the tickets in all cases.

## **8 Data protection**

FCB and DO & CO strictly adhere to applicable data protection laws. FCB and DO & CO will only use the data within the scope of legal provisions, such as contractual transactions or to inform the customer of products or services that are similar to



previously ordered products or services. In justified cases addresses and solvency data will be shared with credit rating agencies in order to perform a credit check. You may revoke your consent at any time to any use and transfer of your personal data by us for commercial purposes or for the purposes of market or opinion research. Reminders of the customer's right of revocation will be attached to all promotional materials.

## **9 Stadium regulations and liability**

9.1 The stadium regulations of Allianz Arena München Stadion GmbH are binding. Instructions given by security personnel and other staff members must be followed.

9.2 Cameras and other image, film, or audio recording devices intended for commercial use are not allowed to be brought into the stadium. This ban also applies to fireworks, bottles, cans, narcotics, pets, or other objects which could be used to disrupt normal operations.

9.3 Visitors who are clearly drunk or intoxicated may be banned from the stadium. Arena guides and FC Bayern Erlebniswelt staff are authorised to break off a tour without substitution or to eject visitors from the FC Bayern Erlebniswelt.

9.4 The customer must ensure that all participants of the chosen tour are physically able to take part in the tour. The participants should have no fear of heights and be able to walk long distances and up stairs or ramps. Participants must also be wearing suitable footwear (no high heels!). Please note that separate special tours (e.g. 'Technik') may have additional safety requirements and restrictions.

9.5 FCB and/or DO & CO shall only be liable for damages to the customer and/or participants in tours booked by the customer due to breach of obligation towards objects of legal protection, other than life, limb or health, if caused by gross negligence or wilful intent. FCB and/or DO & CO shall also be liable in cases of simple negligence if damages arise due to breach of essential contractual obligations.

9.6 The customer is liable for all contamination, structural damage and damages to fixtures, as well as other damages culpably caused by participants of the tour booked by the customer or by the customer itself.

## **10 Alternative dispute resolution according to the act of consumer dispute resolution**

We would like to point out that we are not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration service.

## **11 Place of fulfilment, jurisdiction**



If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a public law special trust, if it has no general place of jurisdiction in Germany or if its address or normal place of residence is unknown at the date that legal action is initiated, the sole place of jurisdiction for all disputes arising from and in connection with the contractual relationship and the place of fulfilment for payments, deliveries and services shall be the registered office of FCB in Munich and DO & CO in Garching.

## **12 Applicable law, subsidiary agreements**

German federal law applies, to the exclusion of UN Convention on Contracts for the International Sale of Goods. No verbal subsidiary agreements have been made. Changes to the above terms and conditions must be submitted in written form. Transmission via telefax or email does not satisfy the written form requirement.

Ticket orders or additional questions concerning ticket sales can be submitted to FCB and DO & CO using the following contact information:

**FC Bayern München AG**, FC Bayern München Erlebniswelt, Werner-Heisenberg-Allee 25, D-80939 Munich, Tel. +49 89/699 31-222, Fax +49 89/2005-4088, Email [tickets@fcb-erlebniswelt.de](mailto:tickets@fcb-erlebniswelt.de).

**DO & CO München GmbH**, Parkring 35, D-85748 Garching, Tel. +49 89/699 31-222, Fax +49 89/2005-4088, Email [tickets@fcb-erlebniswelt.de](mailto:tickets@fcb-erlebniswelt.de).

## **13 Severability clause**

Should any individual provisions of the above terms and conditions be or become invalid or unenforceable, this will not affect the validity of the contract as a whole nor the remaining provisions. Starting from the point at which the provision is declared invalid or unenforceable, the parties agree to replace the invalid or unenforceable provision by a provision that is as close as possible in economic purpose to the invalid or unenforceable provision, taking into consideration the interests of both parties. The same shall apply mutatis mutandis to any loopholes in this contract.

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