

General Terms and Conditions (Internet)

The following general terms and conditions govern both the sale of tickets by FKP Scorpio Konzertproduktionen GmbH (Part A) and the conditions that apply to events promoted by FKP Scorpio Konzertproduktionen GmbH (Part B).

Part A Ticket purchase / Inclusion of travel services

FKP Scorpio Konzertproduktionen GmbH distributes the tickets on behalf of the relevant promoter as a mediator or as commission agent, unless it is expressly designated as the promoter in individual cases. In this case, it distributes the tickets in its own name and on its own behalf. By ordering tickets, the customer instructs FKP Scorpio Konzertproduktionen GmbH to process the card purchase, including shipping. Where FKP Scorpio Konzertproduktionen GmbH sells tickets on behalf of the respective promoter as a mediator or commission agent, it is not the promoter of the events offered. These are carried out by the relevant promoter, who is also the issuer of the tickets. By purchasing the ticket, contractual relations with regard to the event or visit are concluded exclusively between the cardholder (customer) and the respective promoter. For these legal relations, the general terms and conditions of the relevant promoter might apply. If FKP Scorpio Concert Productions is itself the promoter, then the terms and conditions of Part B of these General Terms and Conditions apply to the event.

If tickets are sold in combination with transport services provided by third parties (e.g. Deutsche Bahn AG), the terms and conditions of the third party apply to the transport services. The customer is requested to familiarise himself with the terms and conditions of the third party regarding transport services. Any claims relating to the transport services are to be asserted against the third party.

Overview of topics Part A

- I. Scope of validity**
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- V. Retention of ownership, set-off, right of retention when purchasing on invoice**
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- VIII. Applicable law, place of provision, jurisdiction, out-of-court settlement of disputes**
 - I. Scope of validity**

For all contracts and orders for the delivery of tickets, the following general terms and conditions apply in relation to FKP Scorpio Konzertproduktionen GmbH.

II. Contract conclusion, cancellation

- II.1 The offer to create a contract is made by the customer when he or she clicks on the "Buy" field. Only at the point at which FKP Scorpio Konzertproduktionen GmbH agrees to the offer and sends the transaction number to the customer, is a contract between the customer and the respective promoter (who can also be FKP Scorpio Konzertproduktionen GmbH) created. An exception to this is when the contract is concluded with payment in advance as the payment method, in which case the contract is created with the confirmation of receipt of the full payment by FKP Scorpio Konzertproduktionen GmbH.
- II.2 The customer must check the shipment immediately upon receipt for completeness. Complaints can only be accepted up to 7 days after receipt of the shipment.
- II.3 For the correctness of the data contained in the online presence of FKP Scorpio Konzertproduktionen GmbH - as far as events are concerned, in which FKP Scorpio Konzertproduktionen GmbH is not the promoter - no guarantee is offered.
- II.4 FKP Scorpio Konzertproduktionen GmbH is entitled to cancel an order made by the customer for which a transaction number has already been allocated (unilateral right of withdrawal) if the customer violates specific conditions set by the promoter or by FKP Scorpio Konzertproduktionen GmbH, to which his attention has been drawn in the context of presale, or attempts to circumvent the terms and conditions have been made (e.g. violation of limit on the number of tickets per customer, violation of the terms of the document, especially against resale prohibitions, attempting to bypass rules by logging in and using multiple user profiles, etc.). The declaration of cancellation/withdrawal may also be made implicitly by crediting back the monies paid by the customer.
- II.5 The aforementioned right of cancellation is governed by §§ 346 ff. of the BGB (German Civil Code), excluding § 350 BGB (German Civil Code).

III. Items making up the price and payment methods

- III.1 Payment can be made by credit card (Visa, American Express or MasterCard/EuroCard) and/or in advance by bank transfer and/or by immediate bank transfer, depending on the event and order method. The legally required value added tax is included in the price. The total price of the order including all fees is, where payment is made by credit card or immediate bank transfer, due for payment immediately upon conclusion of the contract. As an exclusion from the above, in the case of the advance payment method, the total price is to be transferred in its entirety to the account named by FKP Scorpio Konzertproduktionen GmbH on or before the date communicated to the customer. Payment for Visa and MasterCard is handled by

Wirecard AG. For immediate transfers, the payment is processed through SOFORT GmbH.

- III.2 In the case of an internet order, service and shipping costs are charged, which may vary depending on the event. These fees are displayed to the customer in the shopping cart - there are no other costs except for those shown. Gift packaging will be charged additionally at the rate indicated.

IV. Right to cancel and sample cancellation form

A right of cancellation exists only for consumers. Consumers are all natural persons who purchase tickets for purposes that cannot be attributed primarily to their commercial or self-employed professional activities.

A right of cancellation for consumers does not exist, or it might prematurely expire in the following contracts:

- Contracts for the provision of services in the field of accommodation for purposes other than sustained habitation, transport of goods, car rental, supply of food and beverages and other recreational activities, if the contract provides for a specific date or period (§ 312g para. 2 sentence 1 no. 9 BGB). This means that, to the extent that FKP Scorpio Konzertproduktionen GmbH offers services in the field of leisure activities, in particular tickets for events, there is no right of cancellation. Each order of tickets is thus binding immediately after confirmation by the FKP Scorpio Konzertproduktionen GmbH, and the customer is obliged to accept and pay for the ordered tickets.
- →contracts for the delivery of audio or video recordings or computer software in a sealed package, if the seal was removed after delivery (§ 312g para 2 sentence 1 no. 6 BGB).

In addition, the following applies to contracts with consumers:

Cancellation policy

Withdrawal

You are entitled to withdraw from this contract within fourteen days, without stating reasons.

The withdrawal period comprises fourteen days from the day on which you, or a third party designated by you, other than the Sponsor, take(s) possession of the goods.

In order to exercise your right of withdrawal, you must inform us

FKP Scorpio Konzertproduktionen GmbH, Grosse Elbstraße 277a, 22767 Hamburg,
Fax: +49 (0) 40 853 88 999, Email: serviceteam@fkpscorpio.com

that you have decided to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, email or fax). You may use the attached pro forma cancellation notice for this purpose, but this is not mandatory.

In order to comply with the cancellation period, you simply need to send us notice that you are exercising your right of cancellation before the cancellation period has expired.

Consequences of cancellation

If you withdraw from this contract, we will refund all payments we received from you, including shipment costs (except for additional costs arising when you choose a way of delivery other than the most cost-efficient standard delivery offered by us) immediately and at the latest within fourteen days from the day we received the notification of withdrawal from this contract. The repayment will be made using the same payment method that you used for the original transaction, unless otherwise explicitly agreed with you; under no circumstances will you be charged fees for this repayment. We may withhold the monies for refund until the items have been returned to us, or until you have provided evidence that you have shipped the goods, whichever is earlier.

You must return or hand over the goods to us immediately, and in any event no later than fourteen days from the date on which you notified us that you were cancelling this contract. The deadline will be deemed to have been observed if you send the items before the fourteen day deadline has expired. You shall bear the direct costs of returning the goods. The customer is obliged to compensate for any loss of value of the goods that may have arisen from an improper handling of the goods that was not required for purposes of inspecting their condition, properties, and functioning.

Sample cancellation form

If you would like to cancel the contract, please complete this form and send it back to

FKP Scorpio Konzertproduktionen GmbH, Customer Service, Große Elbstraße 277a,
22767 Hamburg

I/we (*) hereby withdraw from the contract I/we (*) concluded for the purchase of the following products (*)/provision of the following services (*)

- ordered (*)/ received(*) on

Customer's name

Customer address

Signature of the customer (only if communicated on paper):

Date:

(*) Delete as applicable

The sample cancellation form in PDF format is available for download from [here](#).

End of the cancellation instruction and the sample cancellation form

Consequences of cancellation

In the case of cancellation by the consumer, the following applies:

FKP Scorpio Konzertproduktionen GmbH may refuse to repay the monies until FKP Scorpio Konzertproduktionen GmbH has received the goods back or until the consumer has provided proof that he has returned the goods, whichever is the earlier.

The consumer must return or hand over the goods to FKP Scorpio Konzertproduktionen GmbH immediately and in any event not later than 14 days from the day on which he informed FKP Scorpio Konzertproduktionen GmbH of the cancellation of this contract. The deadline shall be met if the consumer sends back the goods before the period of 14 days has expired. The consumer bears the direct costs of returning the goods. The customer is obliged to compensate for any loss of value of the goods that may arise from an improper handling of the goods that was not required for purposes of inspecting their condition, properties, and functioning.

V. Retention of ownership, set-off, right of retention when purchasing on invoice

- V.1 If the customer is a consumer (see section A. IV, 1. Paragraph), FKP Scorpio Konzertproduktionen GmbH retains ownership of the purchased item until full payment of the invoice amount. For personalised tickets, the transfer of the claim resulting from the ticket is subject to the full payment of the invoice amount. The corresponding security rights are transferable to third parties.
- V.2 If the customer is not an end-consumer, that is, an entrepreneur, a legal entity under public law or a special fund under public law, FKP Scorpio Konzertproduktionen GmbH retains title to the purchased item until all outstanding claims arising from the business relationship with the customer have been settled. In the case of personalised tickets, the transfer of the claim resulting from the ticket shall be subject to the condition of settlement of an outstanding claim from the business relationship with the customer. The corresponding security rights are transferable to third parties. An entrepreneur is any natural or legal person or a legal partnership who/that, on conclusion of a legal transaction, does so in their commercial or professional capacity.

- V.3 The customer is only entitled to offset if his counterclaims have been legally established or are undisputed or acknowledged by FKP Scorpio Konzertproduktionen GmbH. In addition, the customer has a right of retention only if and as far as his counterclaim based on the same contractual relationship.
- V.4 If the customer has outstanding payment responsibilities with regard to FKP Scorpio Konzertproduktionen GmbH, all existing claims will become due immediately.
- V.5 Insofar as the claims of FKP Scorpio Konzertproduktionen GmbH against the customer are not only temporarily secured for more than 110%, FKP Scorpio Konzertproduktionen GmbH will release security rights at the request of the customer up to the aforementioned limit.

VI. Limitation of liability, exclusion of cancellation rights for certain breaches of duty

- VI.1 In any case, FKP Scorpio Konzertproduktionen GmbH is fully liable under the Product Liability Act, for intentional or grossly negligent damages, fraudulent concealment of defects and for damages resulting from injury to life, body or health.
- VI.2 Furthermore, FKP Scorpio Konzertproduktionen GmbH is liable if and insofar as it has issued a guarantee and this guarantee is violated.
- VI.3 In the case of simple negligent violation of essential contractual obligations, FKP Scorpio Konzertproduktionen GmbH shall be liable - if no liability has already been granted in accordance with Section A. VI.1 or VI.2. - only limited to the replacement of the foreseeable and contract-typical damage. Essential contractual obligations are all obligations whose fulfilment is a prerequisite for the performance of the contract, and on the fulfilment of which the customer regularly trusts and can also rely.
- VI.4 If and insofar as liability of FKP Scorpio Konzertproduktionen GmbH is not in accordance with Section A. VI.1, paragraph A. VI.2 or VI.3. FKP Scorpio Konzertproduktionen GmbH's liability in cases of ordinary negligence is excluded.
- VI.5 The above limitations/exclusions of this Section A. VI also apply to the liability of FKP Scorpio Konzertproduktionen GmbH for its organs, employees and vicarious agents as well as the personal liability of the promoters, employees and vicarious agents of FKP Scorpio Konzertproduktionen GmbH.

VII. Prohibition on the use of tickets for competitions

The customer may use tickets for competitions/raffles only with the consent of FKP Scorpio Konzertproduktionen GmbH. If the customer culpably violates this obligation, FKP Scorpio Konzertproduktionen GmbH is entitled to demand from the customer a reasonable contractual penalty to be determined at its discretion. The customer can have the authorisation of the contractual penalty and its amount judicially reviewed.

VIII. Applicable law, place of provision, jurisdiction, out-of-court settlement of disputes

VIII.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Regardless of the above provision on choice of law, consumers who habitually reside outside the Federal Republic of Germany may always rely on the law of the country in which they reside.

VIII.2 The sole fulfilment location for delivery, service and payment is Hamburg, provided that the customer is an entrepreneur, a legal entity under public law or a special fund under public law.

VIII.3 If the customer is a merchant, then exclusive (and international) jurisdiction for all disputes arising directly or indirectly from the contractual relationship is that of Hamburg. Hamburg is also the exclusive place of jurisdiction for customers who are not merchants in the case of cross-border contracts. However, FKP Scorpio Konzertproduktionen GmbH is entitled to sue its customers at another internationally competent court.

VIII.4 The European Commission will make available a platform for online dispute resolution [here](#) from 15 February 2016. The email address of FKP Scorpio Konzertproduktionen GmbH is: info@fkpscorpio.com

VIII.5 If the customer purchases tickets on the Internet, FKP Scorpio Konzertproduktionen GmbH point out that they do not participate in an out-of-court dispute resolution procedures in dealing with customers who are consumers.

Part B General Terms and Conditions for the Conduct of Events and festival grounds

I. GENERAL PROVISIONS

II. HOUSE RULES FOR THE EVENT AREA

III. HOUSE RULES FOR THE FESTIVAL AREA

I. GENERAL PROVISIONS for the conduct of festivals

I.1 Definition of event and festival grounds

The event site is the area which is used for the official stage programme as well as adjacent areas which are used for example for the VIP area and that are not used for camping or parking. The areas are enclosed by a fence.

The festival area includes all areas (including the paths on them) used for parking, camping or VIP camping, as well as all areas, resort comfort camping and RV areas. The areas where the wristbands are issued are also part of the festival area.

I.2 Access authorisations / yellow band

The rules for the access of children and young people under 18 years old can be found [here](#) on the homepage of the festival.

Incidentally, the statutory provisions of the German Youth Protection Act (JuSchG) apply in addition to all events.

If a visitor violates the provisions of the General Regulations or the house rules for the event site, the promoter may exchange the festival ribbon for a yellow armband. The visitor then has to leave the venue. He is then allowed to re-enter the next day if, after having a conversation with the security service, they concludes that the visitor is suitably redeemed and will now respect the General Rules and the House Rules. If a yellow armband is imposed on a visitor a second time, the promoter is free to permanently exclude the visitor from entering the event grounds. In these cases, no refund of the entrance fee.

I.3 The liability of the promoter (FKP Konzertproduktionen GmbH)

The contractual and legal liability of the promoter for damages of any kind is excluded. This exclusion does not apply

for damages caused by the promoter intentionally or as a consequence of gross negligence;

in cases of (mild or simple) negligence of the promoter for damages due to injury to life, body or health; as

for the mild or simple negligent violation of essential contractual obligations by the promoter. Essential contractual obligations are those which must be fulfilled for the agreement to be properly executed, and the compliance with which the parties rely upon.

In cases of slight or simply negligent violation of essential contractual obligations, the liability of the promoter - with the exception of damage to life, body or health - is limited to the contractually typical damage foreseeable for the promoter upon conclusion of the contract or commission of the breach of duty. In that regard, the liability of the promoter for damages which are attributable exclusively to the risk area of the visitor is excluded.

The above exclusions and limitations of liability also apply to the liability of the promoter for its organs, employees and vicarious agents as well as the personal liability of the Organs, employees and vicarious agents of the promoter.

I.4 Non-feasibility of the event

If the event becomes generally impossible, the ticket price and the pre-sale fee will be refunded to the visitor upon presentation of the ticket purchased and the purchase receipt. Insofar as the promoter is responsible for the impossibility of the event going ahead, the visitor shall be entitled to assert a claim for damages in addition to the repayment of the purchase price pursuant to Point BI 3.

If the realisation of the event becomes impossible at a time when parts of the event have already been realised, the above provision shall apply accordingly to the part of the event which is affected by such impossibility.

If the promoter is not responsible for the impossibility of carrying out the event, the claim of the visitor for (partial) refund of the purchase price expires after 6 months. The period of 6 months begins with the day on which the promoter officially cancelled the event or declared it to be over. The period of 6 months does not apply if the promoter is responsible for the impossibility of the execution.

If the performance of the event becomes impossible after visitors have entered the camping area, visitors must carry out the dismantling, the cleaning of their own pitch, the waste disposal and departure after prior request by the promoter. The promoter will set a reasonable deadline for the visitors. If, after expiry of the period set by the promoter, there are still objects on the camping site, the promoter is entitled to dispose of them.

I.5 Entering and leaving a festival area

At first entry, the tickets are cancelled completely, and the visitor receives an armband. When re-entering the festival area, the undamaged wristband must be presented; otherwise there is no right to re-entry.

I.6 Security checks

For reasons of security and order as well as the avoidance of waste, a security check by the security service takes place at the entrance to the festival area as well as to the event area. The bringing of several items (e.g. weapons, drugs, etc.) into the various areas of the festival is prohibited. The valid list of all prohibited objects per area (festival area, event area) is visible on the festival homepage [here](#). Bringing one or more items on this list may result in the promoter denying access to the event unless the visitor is prepared to deliver the item or items at the entrance check. The promoter is not obliged to keep objects for the visitor. The visitor is forbidden to deposit prohibited items in the lockers in the entrance area of the event area.

The promoter or security staff appointed by the promoter is entitled to inspect visitors' belongings if there is reasonable suspicion they are carrying prohibited items on the festival grounds.

I.7 Image and sound recordings

Only small-format cameras and mobile phones with a camera function are permitted on the event premises. SLR cameras, cameras with zoom lenses or any kind of video function are prohibited. Video cameras and audio recorders of all kinds, such as tape recorders, MP3 recorders and dictation machines, are also prohibited. The promoter may deny the visitor entry to the event site unless the visitor is willing to hand over the equipment at the entrance. There is no obligation on the promoter's part to store the objects. The visitor can deposit the items either in the lockers in the entrance area or in his car. The promoter does not guarantee that lockers will be available at each entrance. It also does not guarantee that every visitor will have a locker available if required. A fee is payable for the use of the lockers. Claims against the promoter due to unauthorised removal of the devices from the lockers are excluded, unless the promoter can be accused of intent or gross negligence.

I.8 Utilisation of sound and image recordings

The visitor consents irrevocably to the free use of his portrait and voice for photographs, live broadcasts, broadcasts and/or recordings of images and/or sound recordings made by the promoter, its agents or other third parties in connection with the event, and their subsequent exploitation in all current and future media (such as in particular in the form of audio and video carriers as well as the digital distribution, for example, via the Internet).

I.9 Exclusion of visitors

If there is an important reason, in particular if a visitor commits crimes (e.g. assault, theft, drug trafficking) or the setting of fireworks on the event site, the promoter is entitled to exclude the visitor from the event. If the promoter makes use of his right of exclusion, the ticket or festival wristband loses its validity. A claim for renewed admission or reimbursement of the purchase price is excluded.

I.10 Hearing and health problems

The promoter is only liable for hearing and other damage to health if he and his vicarious agents are guilty of intent or gross negligence or if a duty of care is culpably not fulfilled. Visitors should avoid placing themselves in direct proximity of the loudspeaker boxes; appropriate barriers must be observed. Remaining in the immediate vicinity of the loudspeaker boxes, or beyond barriers, is at the visitor's own risk. The use of earplugs is highly recommended, especially near the stages.

I.11 Handling the ticket

The ticket is no longer transferable after its cancellation. A commercial resale of the ticket is not permitted. The tickets may not be privately sold at a price higher than the ticket price printed plus any proven fees charged upon purchase of the ticket. Finally, the use of tickets for raffle purposes and / or for the implementation of sweepstakes is

expressly prohibited. A breach of these conditions will result in the loss of the right to access without compensation, that is, the ticket will cease to be valid and the promoter is entitled to collect this ticket without refund of the entrance fee.

In case of loss of the entrance ticket or the festival wristband, for which the promoter is not responsible, there will be no replacement and no refund of the entrance fee.

I.12 Use of the camping area

In open-air events, the pitching of tents on the event site is prohibited. Camping is only allowed on the designated campsites. The promoter reserves the right not to open the entire camping area when visitors are granted admission, but to open the camping area as required. Wild camping is prohibited and will be prosecuted by the authorities. Environmental protection and the principles of waste prevention and correct disposal must be observed. Due to the resulting fire hazard, it is not permitted to build fireplaces on camping sites or parking lots.

You can see how long the camping area will be open on event's [official website](#) (see also section B. III.29). Visitors must vacate the area they use when the campsite is closed. If, after the camping site is closed, there are still items belonging to the visitor on the camping site, the promoter is entitled to dispose of these items. The promoter is not obligated to store items found on the camping site after it is closed.

I.13 Arrival of visitors/parking/towage/allocation of space at festivals

The visitor is responsible for his/her own travel to the event and parks his/her car at his/her own risk. Vehicles may only be parked on approved parking areas or parking lots (some of which are subject to charges); free parking is prohibited and will be prosecuted by the authorities. The promoter expressly points out that parking and camping areas are separated. On the areas designated as motorhome sites, overnight stays in approved motorhomes and other sleeping vehicles are permitted, but camping in tents of any kind is not permitted. Which vehicles are classified as motorhomes as defined by these conditions is defined on the festival website [here](#). Apart from that, camping on the designated parking areas is not permitted.

There is no entitlement to a specific parking spot and/or camping site. Parking and camping sites are allocated by the promoter's security personnel. Escape and rescue routes must be kept clear of any superstructures at all times.

The promoter points out that some of the areas designated as parking spaces are meadow and/or arable land. The navigability of this area may be more difficult/restricted due to weather conditions.

The promoter accepts no liability for the towing of vehicles by third parties. He does not offer a towing service, but he can contact a tow truck free of charge for the visitor on request. For safety reasons, contacting a free tow truck is only done in daylight. The promoter can accept no liability for the selection of the tow truck, in particular, the

promoter does not guarantee that it is an approved towing company. Every visitor is obliged to take care of towing their own vehicle. Hiring a third party to tow your car is done at the responsibility and risk of the visitor, even if the promoter contacted the towing company. The promoter expressly points out that the towing of vehicles by means of vehicles not intended for this purpose (e. g. tractors) may lead to damage to the vehicle towed.

It shall additionally apply respectively on the parking and camping instructions published on the festival website that the instructions of the security personnel must be followed.

I.14 Programme changes at festivals

Programme changes can occur at festivals. In the event of cancellation by individual artists (groups) the promoter will endeavour to find a replacement. The visitor is not entitled to claims in the event of the cancellation of individual artists (groups), including headliners. This limitation of liability does not apply if the cancellation is based on intent or gross negligence of the promoter.

I.15 Access restrictions

Access to event areas with a limited capacity is granted only as part of the officially approved spectator capacity. If the volume of admission is exhausted, the promoter is entitled to a temporary restriction of access without this justifying a claim for partial reimbursement of the ticket price.

I.16 Closing/clearing areas at festivals

For safety reasons, the promoter can clear and close individual park and campsite areas or other festival areas temporarily or permanently without this justifying a claim to partial refund of the ticket price. The relevant instructions of the promoter or instructions from persons or companies appointed by him shall immediately follow to avert danger to life or limb.

I.17 Weather conditions / appropriate clothing and footwear

The event can be held in all weather conditions. However, the promoter reserves the right to cancel the event at any time in the event of weather-related endangerment to the visitors. In this case, the provision in clause I. 4 shall apply.

The promoter points out that visitors should bring weather-appropriate clothing and footwear. The event takes place on natural areas which are usually uneven. Injuries can occur without adequate footwear.

The promoter further points out that the navigability of the areas intended for use by vehicles can be difficult/restricted due to weather conditions (see section B. I.13).

I.18 Prohibition of commercial deposit collection/ prohibition of commercial sales outlets

Collecting valuable materials (e.g. bottles, cans, or other items) with a deposit for the purpose of generating income is strictly prohibited on the event and festival grounds. The promoter reserves the right to exclude visitors who violate this obligation from the event and to confiscate the collected recyclables.

It is strictly prohibited to operate retail outlets on the event and festival grounds without the consent of the promoter. The approval of the promoter must be applied for in advance of the event. Operating unauthorised points of sale may result in immediate exclusion from the festival. The promoter also reserves the right to confiscate the goods offered for sale.

I.19 Postings / instructions

In addition, the current postings and instructions of the security personnel apply, as well as the current information on the official website of the promoter.

I.20 Applicable law, place of performance, place of jurisdiction, out-of-court settlement of disputes

The stipulations in Part A VIII of the General Terms and Conditions of Business of FKP Scorpio Konzertproduktionen GmbH apply.

For visitors who are consumers, we again point out the following as a precaution:

As of 15 February 2016, the European Commission provides an online dispute resolution platform [here](#). The email address of FKP Scorpio Konzertproduktionen GmbH is: info@fkpscorpio.com

- If the visitor purchased tickets on the Internet, FKP Scorpio Konzertproduktionen GmbH point out that they do not participate in an out-of-court dispute resolution procedures in dealing with customers who are consumers.

Consumers are all natural persons who purchase tickets for purposes that cannot be attributed primarily to their commercial or self-employed professional activity.

II. RULES ON THE EVENT SITE

- ### **II.1 Definition of event site:** The event site is the area which is used for the official stage programme as well as adjacent areas which are used for example for the VIP area and that are not used for camping or parking. The areas are enclosed by a fence

II.2 Validity of the EVENT SITE RULES

By entering the event site, visitors agree to these rules in section B. II. If certain regulations of the rules also apply to the festival grounds, this is explicitly mentioned in the respective regulations.

II.3 Law enforcement agency regulations

Regulations by law enforcement agencies must be followed at all times.

II.4 Entering the event area

Entering the event area is only permitted with a proper, undamaged festival band. Visitors receive this band the first time they enter the festival area. The ticket is then validated.

II.5 No admission for intoxicated visitors

Obviously drunk or otherwise intoxicated visitors are not entitled to admission to the event grounds. The assessment and instructions of security personnel must be complied with.

II.6 Security checks / prohibited and permitted items

A search of all persons (body check) and their accompanying items is performed when entering the event site.

The complete list of items permitted on the event site can be viewed in their current validity [here](#). The complete list of all prohibited items on the exhibition grounds is also available in their current validity [here](#).

Carrying the prohibited items specified on the festival website can lead to the expulsion and exclusion of the visitor from the event; items carried in spite of the prohibition can be put in depositories at the event entrances (containers). The promoter accepts no liability for the loss of items from the containers. The promoter expressly points out that items may not be removed from the containers. Prohibited items must not be deposited in the lockers. Larger items cannot be given away. If a visitor takes prohibited items on to the event site, the promoter reserves the right to report the visitor to the police.

The promoter or security staff appointed by the promoter is entitled to inspect visitors' belongings if there is reasonable suspicion they are carrying prohibited items on the festival grounds.

Drinking water dispensers are available free of charge on the festival and event grounds. Bringing your own drinks to the event area is not permitted. The form and size in which drinking containers may be taken from the camping area to the event site will be announced on the festival website in advance before the event.

II.7 Escape routes

Escape routes and stairs must not be used as seats and must be crossed quickly.

II.8 Prohibition of animals

Animals are not allowed on the event and festival grounds.

II.9 Promoter's liability in the case of theft etc. / lockers

The promoter is not liable for damages and losses to the visitors incurred by burglary, theft, fire, natural disasters, or other occurrences. For these limitations of liability, the limitations in section I 3 (promoter's liability) apply accordingly. Valuables can be deposited in lockers in the entrance area to the event area for a fee. Liability of the promoter for items deposited in lockers is excluded. This does not apply if and insofar as the promoter can be accused of intent or gross negligence. The promoter accepts no liability for the availability of lockers. The visitor is not entitled to the availability of a locker.

II.10 Waste management

During the event, waste must be disposed of in the bins and containers provided for this purpose.

II.11 Validity of the Youth Protection Act

The Youth Protection Act applies to all event areas. Reference is made to the regulation in section B. I. 2.

II.12 Use of toilets

Urinating and/or defecating outside the toilets and facilities provided for this purpose are not permitted. If a visitor violates this requirement, this violation can be punished with a yellow band (see above section B. I. 2.).

II.13 Vandalism

Wilful damage to any property or equipment is prohibited and will be prosecuted as vandalism.

II.14 Prohibition of entering certain areas

Entering ramparts, climbing fences, light poles, buildings, electrical boxes, sanitary stations, portable toilets, rubbish bins, dumpsters, and other infrastructure facilities throughout the event site and the festival grounds is prohibited. If a visitor violates this requirement, this violation can be punished with a yellow band or expulsion from the event (see above section B. I. 2.).

II.15 Entering the event grounds without authorisation

Persons within the fenced site without authorisation will be reported for false pretences (section 265a of the Criminal Code) and trespassing (§ 123 of the Criminal Code).

II.16 Consideration requirement

It is important to show consideration for the other festival visitors.

II.17 Expulsion from the event

Failure to comply with the event rules can lead to complete expulsion from the event and will at the least be punished with the "yellow ribbon" (see section I. 2. Above). In the event of expulsion from the event (the decision regarding this is the responsibility of the responsible security staff), the ticket or festival wristband loses its validity. A claim for renewed admission or reimbursement of the purchase price is excluded.

II.18 Prohibition of endangering other visitors

Any endangerment to other visitors - in particular by "crowd surfing" or by lighting fireworks (e. g. Bengali fires) - is strictly forbidden. Violation of this prohibition shall at the least lead to being issued a "yellow band" (see section B. I. 2 above). Depending on the severity of the danger to other visitors (the decision is the responsibility of the security staff), expulsion from the event may occur. You will be reported if you set off fireworks.

III. HOUSE RULES FOR THE FESTIVAL AREA

III.1 Definition of the festival area: The festival area includes all areas (including the paths on them) used for parking, camping or VIP camping, as well as all areas, resort comfort camping and RV areas. The areas where the wristbands are issued is also part of the festival area.

Validity of the EVENT SITE RULES

By entering one of the festival sites, the visitor is subject to the festival area rules of section B. III.

III.3 Orders by law enforcement and security staff

Orders by law enforcement and security staff must be complied with; their orders apply in addition to these regulations.

III.4 Applicability of the Highway Code / Use of the parking areas

The traffic regulations (StVO) apply throughout the festival area. Access to the camping areas and the event area is otherwise limited. The speed limit in the festival area is always at a walking pace. Only vehicles with a gross vehicle weight of max. 3.5t

(including car trailer) can be parked. RVs, caravans, folding trailers and car busses, which may be parked on the separately designated areas for an additional fee, are an exception. Free parking is prohibited and will be prosecuted by the authorities; vehicles may only be parked on approved and designated parking areas or parking lots. Vehicles parked outside marked parking areas or on roads or in fire brigade access roads can be towed without warning. The resulting fees are borne by the perpetrator.

There is no entitlement to the availability of a specific parking or camping area. The parking and camping areas are opened as needed and assigned to the visitors by the security staff. Escape and rescue routes must be kept clear of any superstructures at all times.

The promoter further points out that the navigability of the areas intended for use by vehicles can be difficult/restricted due to weather conditions (see section B. I.13 and 17).

III.5 Expiry of the parking authorisation

The parking authorisation is void if the parked vehicle is not insured for liability and / or compulsorily stamped and / or does not have an official licence plate with a valid inspection sticker and / or the vehicle has a leaking tank / engine or otherwise is in a non-roadworthy condition or in a state of danger.

III.6 Ban on wild camping

Wild camping outside designated areas is prohibited and is strictly pursued! Visitors may only use the camping areas designated by the promoter.

III.7 No security monitoring in parking lots

Vehicles parked in parking lots are not monitored. Parking vehicles is at your own risk. Security staff are employed for instructing and checking access authorisations, not for guarding vehicles.

III.8 Promoter's liability

The promoter's liability for damages due to theft or damage to vehicles parked in parking lots is excluded. The promoter is not liable for damages or losses to the visitors incurred by burglary, theft, fire, natural disasters, or other occurrences. The limitations of liability in this section 8 are subject to the restrictions set forth in section BI 3 (The Promoter's Liability) of these Terms and Conditions. Valuables can be deposited in lockers in the entrance area to the event area for a fee. Liability of the promoter for items deposited in lockers is excluded. The promoter accepts no liability for the availability of lockers. The visitor is not entitled to the availability of a locker.

III.9 Permissible floor space per person

The permitted floor space per person on camping areas varies per festival. The current permitted area size per visitor can be found [here](#).

III.10 Entering the camping area

Entering a camping area is only permitted with an undamaged festival wristband or valid festival pass.

III.11 Luggage transport

Luggage may be transported from the parking area to the camping area using handcarts or sloop carts. It is not permitted to bring trailers to the camping area.

III.12 Searching for prohibited items

Upon entering a camping area, a random check and search of persons and their carried luggage for prohibited items takes place.

The promoter or security staff appointed by the promoter is entitled to inspect visitors' belongings if there is reasonable suspicion they are carrying prohibited items on the festival grounds (see also sections B. I. 6 and B. II. 6).

III.13 Prohibited items

The list of prohibited items on the festival site (such as weapons or drugs) can be found [here](#).

Carrying prohibited items (such as weapons or drugs) can lead to the vehicle being denied access on arrival and the expulsion of the visitor from the event. A claim for re-admission and / or refund of the entrance fee is excluded. Any prohibited items will be confiscated without replacement and will not be returned.

III.14 Permitted items

The list of permitted items in the festival area can be found [here](#).

III.15 Natural areas / nature reserve

The festival area is located on or near several protected natural areas. It is strictly forbidden to introduce substances hazardous to the soil into the soil, to stay in the nature reserves, or to contaminate or destroy them.

III.16 Operating sound systems

Operating sound systems in camping areas is permitted during the daytime, the corresponding loudspeakers must be set up in such a way that they do not cause any noise to the surrounding visitors; the maximum volume may be limited by security staff for reasons of local resident protection. Operating sound systems is prohibited at night.

Violations will be punished. Usually, these conditions define daytime as the period between 08:00 am in the morning and 02:00 am at night. The period between 02:00 am and 08:00 am is night time. Daytime and night-time can vary at each festival. Visitors should find out about day and night hours in advance from the [website](#) for each festival.

III.17 Prohibition of boundaries / holes

No boundaries (gutters) or other holes (e.g. for cooling) may be dug into the camping or parking areas.

III.18 Escape routes

Be sure to note the ground markings for the escape routes! The escape routes are to be kept clear under all circumstances! You may not alter or remove them.

III.19 Prohibition of animals

Taking animals into any part of the festival grounds is not permitted.

III.20 Use of cooking appliances / open fires / campfire

Gas cooking appliances must be in perfect technical condition and comply with the German DIN standard. Only gas cartridges (piercing and valve cartridges) with a maximum filling weight of 450g may be used.

Open fires and campfires are not allowed.

III.21 Barbecues

Barbecues are permitted with disposable and three-leg grills. In the event of a storm or similar weather conditions, barbecuing may be prohibited for safety reasons. If a fire breaks out, security staff must be informed immediately even if the fire is extinguished. To avoid accidents, the use of spirits, gasoline, or other flammable liquids is strictly prohibited. Only commercially available charcoal lighters according to the instructions for use may be used. The grill should never be on or burn out unattended. It is forbidden to pour charcoal on the grass to burn out or to dispose of it in rubbish bins or containers while still burning.

III.22 Waste disposal

During the event, waste must be disposed of at the refuse collection points in the provided bins and containers. Additional rubbish bags (as long as stocks last) will be distributed free of charge by the security staff.

III.23 Maintenance of paths, systems, and facilities

Paths, systems, and all facilities on the camping area are to be kept clean and treated with care. This also applies to the provided toilets, showers, and washrooms. For hygienic reasons, waste water may only be emptied into dedicated spouts.

Urinating and/or defecating outside the toilets provided for this purpose is not permitted.

Contaminating water is prohibited.

Wilful damage to trees and bushes on parking and camping areas and adjacent woodland is prohibited and will be prosecuted as vandalism!

III.24 Validity of the Youth Protection Act

The Youth Protection Act applies in all parking and camping areas. Reference is made to the regulation in section B. I. 2.

III.25 Unauthorised access

Persons within the fenced camping site without authorisation will be reported for false pretences (section 265a of the Criminal Code) and trespassing (§ 123 of the Criminal Code).

III.26 Consideration requirement

It is important to show consideration for the other festival visitors.

III.27 Smoking ban

Smoking in forest areas and enclosed buildings and tents is prohibited.

III.28 Expulsion from the event

Failure to comply with the parking and camping regulations may result in temporary or total expulsion from the event. A claim for a (partial) refund of the entrance fee is excluded.

III.29 Departure / towing

At the end of the stay, the pitches are to be left in good condition.

Dismantling, cleaning your own spot, waste disposal, and departure must be done before leaving ([day and time are published on the festival website](#)) ; then all camping areas will close. If visitors leave items in the camping areas after the camping grounds have been closed, the promoter is entitled to dispose of these items. There is no obligation on the promoter's part to store the objects.

If holding the event becomes impossible, the regulation in section B.I.4 applies. The visitors must then take care of dismantling, cleaning their own spot, waste disposal, and departure within the period set by the promoter after termination of the event.

The promoter further points out that the navigability of the areas intended for use by vehicles can be difficult/restricted due to weather conditions (see section B. I.13 and 17).

The promoter accepts no liability for the towing of vehicles by third parties. He does not offer a towing service, but he can contact a tow truck free of charge for the visitor on request. For safety reasons, contacting a free tow truck is only done in daylight. The promoter can accept no liability for the selection of the tow truck, in particular, the promoter does not guarantee that it is an approved towing company. Every visitor is obliged to take care of towing their own vehicle. Hiring a third party to tow your car is done at the responsibility and risk of the visitor, even if the promoter contacted the towing company. The promoter expressly points out that the towing of vehicles by means of vehicles not intended for this purpose (e. g. tractors) may lead to damage to the vehicle towed.

III.30 Other instructions / notes

In addition to the festival area rules, the current notices and instructions of the security staff on site apply, as well as the current information on the official [festival website](#).

As at: 16th November 2017