

# General Terms and Conditions of Ticket Sales (GTTCs) of VfL Wolfsburg-Fußball GmbH (as of: 10.06.2026)

## 1. Scope of application of the GTTCs

**1.1 Scope:** These GTTCs apply to the legal relationship ("Event Agreement") established by the purchase and/or use of daily and/or (second half-) season tickets and/or other admission tickets (collectively "Ticket" or "Tickets") from VfL Wolfsburg-Fußball GmbH, In den Allerwiesen 1 in 38446 Wolfsburg, registered in the Commercial Register of the Local Court (Amtsgericht) of Braunschweig under registration number HRB 100486, with VAT Identification Number DE213017468, legally represented by the Managing Directors, (the "Club") or the third party authorised by the Club ("Authorised Sales/Issuing Points") with effect for the purchase of tickets from the 2023/24 season, in particular for the attendance at events (e.g. football matches) which are at least co-organised by the Club ("Events"), as well as for the entry to and stay at the VOLKSWAGEN ARENA and the AOK Stadium (hereinafter referred to as the "Stadium"), unless separate General Terms and Conditions ("GTCs") apply to the corresponding Event. This also applies if the events take place at a club venue other than the stadium

**1.2 Away Tickets:** These GTTCs also apply mutatis mutandis to the legal relationship established by the purchase and/or use of tickets valid for the Club's away matches ("Away Tickets") if the Away Tickets are purchased from the Club or from Authorised Sales/Issuing Points. Further regulations or terms and conditions, in particular the Stadium regulations, may become applicable at the latest upon access to the stadiums at away matches. In the event that these GTTCs conflict with terms and conditions of the home club, these GTTCs take precedence in the relationship between

the customer and the Club. Legal relationships that entitle the customer in the first instance to submit offers for the purchase of tickets for games at the respective home club (e.g. the allocation of so called promotional codes) are not covered by these GTTCs.

**1.3 Guest tickets:** These GTTCs also apply mutatis mutandis to the legal relationship established by the purchase of Tickets via the guest club and/or the use of these Tickets when entering the Stadium at a match of the guest club in the Stadium. If regulations in these GTTCs contradict those of the respective guest club, these GTTCs take precedence in the relationship between the customer and the Club.

### **1.4 VIP-Tickets/Business-Seats:**

Insofar as no deviating provisions have been stipulated in the individual contract, these GTTCs shall also apply mutatis mutandis to the legal relationship established by the purchase of VIP day tickets and VIP season tickets ("**VIP Tickets**") as well as the use of a VIP Ticket upon Stadium admission. In the absence of contradictory individual contractual regulations, these GTTCs also apply to other legal relationships relating to the sale of business seats in the Stadium by the Club.

## 2. Ticket order, contract conclusion and services

**2.1 Purchase methods:** Tickets for the Club's events are generally only available at the Club or at Authorised Sales/Issuing Points (incl. at a guest club). Whether a sales/issuing point is authorised by the Club can be queried at the contact address under Section 16 ("Contact address"). Should provisions deviating

from these GTTCs apply to the purchase of Tickets from the Authorised Sales/Issuing Points, these GTTCs shall take precedence in the relationship between the customer and the Club.

## **2.2 Online ordering and print@home:**

**a)** When ordering Tickets online, a personal password will be assigned if the customer registers. The customer is responsible for ensuring that no unauthorised third parties become aware of their password. The customer is liable for all misuse by third parties in this context, unless they are not responsible for the misuse. In the case of an online order, the customer submits a binding offer to conclude a contract with the Club by triggering the order of a Ticket with the online command provided for this purpose on the website of the Club [www.woelfeshop.de](http://www.woelfeshop.de). The Club confirms to the customer the receipt of the contract offer online (an "Order Confirmation"). The Order Confirmation does not yet constitute acceptance of the offer, but is subject to the availability of the ordered Tickets and the consideration of special circumstances (e.g. safety or health aspects, stadium prohibition and credit checks). Only upon transmission (including electronic dispatch, e.g. for a print@home or mobile-ticket, or transmission via app or deposit of the tickets (Section 7.3) the Club accepts the customer's offer, so that the contract will be concluded between Club and the customer on the basis of these GTTCs. The Club is entitled to refuse or cancel the order at its own discretion until the contract is concluded. In the event of non-acceptance or cancellation by the Club, the customers concerned - with the exception of the cases regulated in Section 2.7 - will be refunded the price already paid or not charged; Section 9.6 applies accordingly.

**b)** When ordering in the print@home procedure, the Ticket(s) ordered will be sent electronically to the contractual partner, who can then print the ticket(s) directly by following the print@home

procedure. The contractual partner may only make one printed copy of the Ticket ordered. They are not entitled to reproduce, duplicate or modify the printed Ticket in any form whatsoever. A violation of the prohibitions mentioned in the aforementioned sentence entitles the Club to set a contractual penalty against the contractual partner at its reasonable discretion, which, however, may not exceed the amount of up to EUR 1,000.00 per violation. A reproduced, duplicated or modified print@home Ticket does not entitle you to visit the game. The barcode on the Ticket, which can be used once for each game, is electronically invalidated by barcode scanners at the venue. If the barcode on the Ticket or a copy is presented again, the Club reserves the right to refuse the owner of the copy and the owner of the unauthorised printed@home Ticket access to the event without compensation or to expel them from the Stadium.

The Club is not required to verify the identity of the print@home Ticket presenter with the contractual partner or to verify the authenticity of the print@home Ticket.

**2.3 Other ordering:** When ordering via telephone, WhatsApp or email, as well as when purchasing locally, the contract is concluded at the time of transmission (incl. electronic dispatch, e.g. in the case of a print@home or mobile Ticket or transmission via app or handover or deposit of the Ticket (Section 7.3)) on the basis of these GTTCs.

**2.4 Special regulations:** The Club reserves the right to limit the number of Tickets available for sale within the framework of an event and for the individual customer at its own discretion, as well as to grant or refuse Ticket discounts and/or preferential conditions. Should the contractual partner – also in the context of several ordering processes – order more Tickets than are indicated as permissible for the respective game, the Club reserves the right to withdraw from the contract and/or to demand a contractual penalty from the contractual partner, the amount of which is to be

determined at its reasonable discretion, but which may not exceed the amount of EUR 1,000.00 per violation.

**2.5 Allocation of other Tickets:** If the customer has given their consent within the framework of the order, the Club is entitled, in the event of a sell-out of the category desired, to allocate Tickets of the next lower category to the customer instead of not accepting the offer and/or to limit the desired number of Tickets.

**2.6 Right to visit:** The Club, as a ticket issuer, does not want to grant access to matches in the Stadium to every ticket holder, but only to those ticket holders who have purchased the Tickets from the Club, an Authorised Sales/Issuing Point or as part of a permitted transfer in accordance with Section 10.3 and who, if necessary, additionally meet applicable admission requirements (e.g. in accordance with Section 11.4). The Club, therefore, only grants its customers a visitation right (the "**Visitation Right**") if they can be identified by individualisation features (e.g. name print, bar or QR code, shopping basket number) embedded in or on the Ticket and/or vis-à-vis a secondary purchaser who has purchased Tickets in a permissible manner in accordance with Section 10.3 and who, if applicable, also fulfils applicable access requirements (e.g. in accordance with Section 11.4). To prove their identity, the customer must carry a suitable official identification document (e.g. an identity card or passport) with them and show it at the request of the Club and/or the security staff. When accessing events in the Stadium, customers and ticket holders must indicate, at the request of the Club, how and at what price they purchased the Tickets; this may also include the name of the ticket seller. Tickets offered for sale on sales platforms not authorised by the Club or by other third parties do not confer any visitation rights under this Section 2.6 and may give rise to legal consequences under Sections 10.6 and 11.3. The Club fulfils its obligations with regard to the visitation rights of the customer or the respective ticket holder by granting one-

time access to the Event(s). The Club shall also be released from its obligation to perform if the ticket holder has not acquired an effective visitation right under this section.

**2.7 Inadmissible orders:** Irrespective of the method of purchase pursuant to Section 2.1, any Ticket purchase is inadmissible and entitles the Club to refuse to accept an order or to cancel it without replacement or to refuse to transmit, hand over or deposit it or to withdraw from the contract after conclusion of the contract and to impose a contractual penalty in accordance with Section 13 if

a) tickets are purchased using one or more accounts or (semi-)automated procedures that are used in particular to circumvent restrictions on the number of tickets to be purchased by a person or other regulations applicable to the sale of tickets (so-called BOT purchases), or

b) tickets are purchased using an account based on the creation of false identities or address data, in particular using fantasy names or addresses, fictitious names or addresses and names or addresses of other persons (so-called fake accounts), or

c) there are other valid indications that justify the reasonable suspicion that the tickets purchased by the customer are being used to purchase tickets for the unauthorised secondary market; such valid indications exist in particular if tickets purchased in the past have not been used by the customer himself or have been used to a very limited extent, if the customer's tickets have already been offered several times on the unauthorised secondary market, if tickets have been passed on several times using anonymous communication channels (e.g. anonymous messenger services such as Telegram and/or chats and/or groups in social media) and anonymous platforms, or if conspicuous credit cards or IP addresses or those assigned to several accounts have been used.

### 3. The VfL Card

**3.1 General:** The VfL Card is a modern multifunction card. It acts as a membership card and/or as a Season Ticket. The VfL card as a Season Ticket is equipped with a QR code in which the purchased visitation rights for the holder are stored in encrypted form and activated. When activating the services that have been booked and paid for using the chip card, the Club is only obligated to provide Stadium access to the customer who is in possession of the Season Ticket. Entry to the Stadium is expressly denied if the imprint on the season Ticket is presented but the card itself has not been activated.

**3.2 Validity:** The validity of the VfL Card depends on the one hand on the duration of the season Ticket within the meaning of Section 4 or on the other hand on the duration of membership in the WölfeClub.

**3.3 Loss:** The risks of loss or misuse of the VfL Card shall be borne by the card holder. The risk of damage is borne by the card holder, insofar as the damage is not due to reasons for which the Club is responsible. If the VfL Card is lost or damaged, it can be reprinted in accordance with the conditions of Section 8.

### 4. Season Ticket

**4.1 Season Ticket:** A season Ticket and/or a second half season ticket [or a VfL Card with the function of a season Ticket] (collectively "**Season Tickets**") entitles the customer in principle to attend those events of the Club in the Stadium for which they have acquired the right to visit. Depending on the Season Ticket purchased, privileges may also be associated with it (e.g. rights of first refusal with regard to other tickets). Details can be found in the service description when ordering the Season Ticket or on the Club's website at [www.woelfeshop.de](http://www.woelfeshop.de).

The season ticket expressly does not entitle the holder to attend matches not expressly stated in the service description when ordering the season ticket (e.g. special matches, friendlies or relegation matches), unless the club announces deviating regulations before the respective matches.

Subject to the provisions in Sections 4.2, 4.3, 4.5 and 4.6, a Season Ticket has a term of one season each [usually 01.07. of a year until 30.06. of the following year (the "Initial Term") or deviating data communicated by the Club due to a postponement]. If a Season Ticket is purchased within the current season, this Season Ticket also only has an Initial Term until the end of the season.

Regardless of when it is purchased, a second-round season ticket is generally valid for one (second) season (usually 1 January to 30 June of a year or different dates communicated by the club in text form due to a postponement). In addition to this period, the validity of the second-round season ticket also includes games of the first round if these take place after 1 January of a year or games of the second round if these take place before 1 January of a year.

Season Tickets are generally issued in a personalised manner. The amount of the price, the discount entitlement and the corresponding deadline date for Season Tickets are based on the Club's price list valid at the time of the order (the "Price List") – available at [www.woelfeshop.de](http://www.woelfeshop.de). For Season Ticket customers, there is no entitlement to the allocation of a specific seat. This also applies if the customer was already the holder of a Season Ticket in the previous season.

**4.2 Overbooking:** If, due to construction measures or for other important reasons, certain requirements have to be met by the Club in connection with the Stadium opening (e.g. association, official or statutory access restrictions or other protective and security measures), the customer may not actually be able to attend every event for which they have

acquired a visit right in accordance with their Sea-son Ticket.

The customer acknowledges that in this case the Club is entitled to determine the allocation of the Tickets transparently and also to cancel individual visiting rights that have already been acquired. In the event of cancellation of the visit rights by the Club, the affected customers will be refunded the price already paid (for Season Tickets, possibly pro rata.) If the Club cancels attendance rights, the customers concerned will be refunded the price already paid (pro rata in the case of season tickets) or will not be charged. Section 9.6 shall apply mutatis mutandis.

**4.3 Subscription:** The purchase of a Season Ticket is always made by subscription, i.e. in the form of a continuing obligation (the "Subscription"). This subscription generally applies to every division ("league") for which the VfL Wolfsburg professional men's football team qualifies. This applies respectively to the professional women's team.

**4.4 Renewal:** The Initial Term of the Subscription ends according to Section 4.1 as scheduled on 30.06. of the respective season in which the corresponding purchase was made (the "Initial Term").

The Subscription is then renewed for an indefinite period after the end of the Initial Term at the conditions applicable according to the current price list, unless the customer or the Club cancelled the subscription by 31.05. of the corresponding year with effect from the end of the Initial Term.

**4.5 Payment:** The payment terms for the Season Ticket are based on Section 6.

In the event of an extension, the customer will be charged the total amount for the respective Season Ticket in accordance with the current Price List before the start of the season – at the latest by 30.06. of the respective year. The amount is due immediately upon invoicing and receipt of

the invoice and must be paid in full by the customer within 14 days of invoicing, unless otherwise agreed between the parties.

**4.6 Ordinary termination:** Early ordinary termination of the Season Ticket during the Initial Term is excluded. The Subscription can be cancelled for the first time with effect from the end of the Initial Term until 31.05. of the following year after the Season Ticket has been purchased for the first time. After renewal of the Subscription for an indefinite period, both the customer and the Club have a right of termination at any time with a notice period of one (1) month. Terminations can be made within the specified period in text form (email is sufficient) or by post to the contact address specified in Section 16. The receipt by the other party is decisive for the observance of the notice period.

In the event of termination after expiry of the Initial Term – during a current season – the customer will be refunded the amount already paid on a pro rata basis from the date on which the termination takes effect (the basic calculation is based on the season ticket price of the respective season divided by the number of Bundesliga home games that have already taken place).

**4.7 Extraordinary termination:** Notwithstanding the provisions of Sections 4.2, 4.3 and 4.5, each party is entitled to terminate the Subscription for good cause extraordinarily in text form (email is sufficient) or by post to the contact address specified in Section 16. An important reason for the Club in accordance with § 314 para. 1 BGB (German Civil Code) exists, in particular, if the Club is entitled to pronounce one of the legal consequences described in the aforementioned regulations in accordance with Sections 10.6, 11.9, 11.11 and/or 11.12 and if the customer demonstrably repeatedly does not use the Season Ticket, i.e. attends less than one third (1/3) of the Events taking place in the context of a season or second round. In this context, the Club has the right to terminate other continuing obligations if they are affected

by the reason for termination (e.g. a customer has several Season Tickets or a membership in the Club). In the event of an unauthorized forwarding by the customer according to 10.2, the club is entitled, in addition to the other measures and sanctions possible under these GTTCs and without prejudice to any additional claims for damages, to impose an appropriate contractual penalty in the amount of the remaining amount that the customer otherwise would be entitled to due to outstanding Games as a pro-rata refund in accordance with clause 13.

**4.8 Relocation:** The holder of a Season Ticket may request the allocation of a new place in the Stadium (a "Relocation"). The relocation does not constitute a cancellation of the Season Ticket. The customer is not entitled to a Relocation; it is carried out by the Club for goodwill reasons and is subject to the existing capacities and organisational conditions. The Transfer is only possible at the change of season, it is generally excluded during the current season. Relocation requests for the new season can only be considered by the Club if they are submitted in the period after the end of the season – as communicated by the Club – in which adjustments can be made to existing Season Ticket occupancies and holderships (the "**Change Phase**"), and in the form communicated by the Club, regularly in the transfer tool in the online ticket shop ([www.woelfeshop.de](http://www.woelfeshop.de)), by telephone or in person, to the contact address specified in Section 16. Service or shipping fees may be charged by the Club for a Transfer according to the Price List.

**4.9 Assignment:** The provisions in Section 10 shall apply mutatis mutandis to the transfer of a Season Ticket. In addition, the holder of a Season Ticket may request the assignment to another person (an "Assignment"). An Assignment does not constitute a termination of the Season Ticket, but a transfer of the existing contractual relationship with all rights and obligations to the new customer. The assigning customer remains obliged to the Club until the new customer has fully

assumed the legal relationship with all rights and obligations. The customer is not entitled to an Assignment; it only exists for reasons of goodwill on the part of the Club. An Assignment is only possible at the change of season. It is generally excluded during the current season. The request for Assignment can only be made within the Change Phase to be determined by the Club, and only on the form provided for this purpose, which must be signed by the assigning customer and the new customer and sent to the contact address. The form is available for download on the Club's website [www.woelfeshop.de](http://www.woelfeshop.de) or can be picked up at the contact address. There will be no (partial) refund of the purchase price to the assigning customer. Service or shipping fees may be charged by the Club for the Assignment according to the Price List.

**4.10 Swap shop:** Season Ticket holders can release their Season Ticket space for sale via the Club's own secondary market platform for home games released by the Club. This requires registration in the online portal at [www.woelfeshop.de](http://www.woelfeshop.de). The sale and dispatch of a newly issued Ticket for this seat takes place entirely through the Club. An independent event contract is created with the buyer in accordance with Section 1 of these GTTCs. When reselling the Season Ticket seat, the Season Ticket will be blocked from accessing the specific game. In return, the Season Ticket holder receives a payment in the amount of the monetary value of this Ticket for the specific game (the Season Ticket price for the respective season divided by the number of Bundesliga home games already played is considered to be the basis for the calculation).

**4.11 Special models:** The Club may, at its sole discretion, temporarily offer Season Ticket special models. The offer of Season Ticket special models is always associated with a specific occasion or purpose, which is specified by the Club in each case, which is why special regulations deviating from the provisions of this Section 4 may apply in this regard. Details depend on the currently valid price list.

## 5. Discounted tickets

**5.1 Discount eligibility:** The circumstances leading to a Ticket discount depend on the Club's Price List valid at the time of the order (the "Price List") – available at [www.woelfeshop.de](http://www.woelfeshop.de). Discounted day Tickets can only be purchased if the discount entitlement exists for both Ticket purchase and Stadium admission. Depending on the selection, the day of the first home game day of the men's and/or women's team of the Club in the first or second Bundesliga of the DFL is the decisive date for the purchase of discounted Season Tickets.

Double discounts will not be granted. The day on which the event for which a ticket is purchased takes place is decisive for the respective discount entitlement.

**5.2 Proof of discount:** The current administrative or official proof of discount must be presented when purchasing the Tickets and also when entering the Stadium and must be presented at the request of the security staff. If the customer is not carrying the proof or if it is not valid, entry to the Stadium may be denied; in this event, the customer has no claim to compensation. Violations can be punished with a ban from the Stadium and a criminal charge.

**5.3 Child tickets:** Every child (from its birth) requires access authorization in the form of a ticket Child Tickets can only be purchased together with at least one adult Ticket. Children in possession of a child Ticket are only allowed to enter the stadium if accompanied by an adult with a valid Ticket. The special conditions for access to the family blocks can be found in the Price List of the Club on [www.woelfeshop.de](http://www.woelfeshop.de).

**5.4 Transfer and upgrading:** The provisions in Section 10 apply to the transfer of discounted Tickets with the additional provision that a transfer is only possible if the new ticket holder also meets the discount requirements of the affected Ticket and proves this in accordance with Section 5.2 unless the

new ticket holder pays the difference between the discounted Ticket and a corresponding day Ticket on the respective match day ("Upgrading") as a surcharge before entering the Stadium. To the extent that the Club offers this service at its sole discretion, an upgrade may also be performed via the Club's website ([www.woelfeshop.de](http://www.woelfeshop.de)). The Club may charge a service and, if applicable, shipping fee for the Upgrading of a Ticket according to the Price List. If a customer is no longer entitled to a discount during the term of a subscription, an upgrade must be made from the point at which the discount entitlement no longer applies for the respective match day. If entitlement to a reduction (e.g. retirement) only occurs during the term of a subscription, a reduced season ticket can be purchased at the start of the season. The option of upgrading by the new ticket holder does not apply to season tickets for wheelchair users and their companions. There are special seats available in the stadium for wheelchair users, which is why passing on is only possible if the new ticket holder also meets the discount requirements for the season ticket in question. The overall subscription can only be upgraded during the change phase. Reduced day tickets can only be purchased if you have the right to a discount in accordance with Section 5.1 both when purchasing the ticket and when entering the stadium.

**5.5 Special tickets:** The Club may, at its sole discretion, issue Tickets without corresponding collection of costs or fees ("**Special Tickets**"). The issuance of Special Tickets is always associated with a specific purpose, which is specified by the issuing Club in each case, which is why special regulations may apply in this regard in deviation from the regulations for other Tickets in accordance with these GTTCs.

**5.6 Combination tickets:** The Club may, at its sole discretion, offer Tickets in combination with the entitlement for the customer to use public transport in the entire respective fare area for arrivals and

departures to/from the Stadium (a "**Combination Ticket**"). The respective public transport operating company remains solely responsible for the transport service in connection with the Combination Ticket. The price of the combination ticket is already considered in the price list as the total price of the ticket and is therefore charged regardless of whether the customer actually uses the transport service. There will be no pro-rata refund if the service is not used.

**5.7 Restriction:** The club can limit the discount on tickets to certain blocks or price categories as well as the number thereof. If the discounted tickets are no longer available, there is no entitlement to a discount, even if the buyer meets the requirements.

## **6. Payment terms**

**6.1 Prices:** The ticket price is based on the Price List valid at the time of the respective order of the customer with regard to the respective Event – available at [[www.woelfeshop.de](http://www.woelfeshop.de)]. Ticket orders will only be processed against advance payment and with the payment methods (e.g. SEPA direct debit, bank transfer, EC card, credit card, cash payment) accepted at the respective source. In addition to the ticket price, the Club may charge the customer a reasonable service fee (e.g. pre-sale fee) in the case of postal ticket dispatch (see Section 7.1) and/or for services that are in the customer's interest. These costs arise for the customer in the context of the respective ordering process according to Section 2.2 or 2.3.

**6.2 Non-payment:** The invoice amount must be paid within the specified payment period.

If payment is unsuccessful for reasons for which the customer is responsible (e.g., insufficient credit or funds, chargeback), the Club has the right to cancel the order or to invalidate the relevant Tickets electronically; the Tickets then become void. The tickets sent to the customer remain the property of the Club until full

payment has been made. Any additional costs incurred will be borne by the customer. The Club reserves the right to seek compensation for damages.

The Club shall also remain entitled to electronically block the tickets until full payment has been received. If the customer has not paid invoices from the Fan Shop on time, the Club has a right of retention. The respective tickets shall become invalid.

**6.3 SEPA direct debit mandate:** If the customer gives the Club a SEPA direct debit mandate, the direct debit will only be collected after the invoice has been issued and the customer will be notified at least one business day in advance. The customer undertakes to ensure appropriate coverage of the account. Costs incurred due to non-payment or refund of the direct debit will be charged to the customer, provided that the non-payment or refund was not caused by the Club.

**6.4 Payment in instalments:** In exceptional cases, which are expressly determined by the Club, payment in instalments can be agreed. Corresponding offers regarding the content and deadlines for instalment payments will be submitted to the contractual partner in good time, if necessary. An instalment payment agreement that has been concluded may be revoked within a period of 14 days of conclusion. The Club is entitled to terminate the instalment payment agreement if the contractual partner is in arrears with the payment of at least two consecutive instalments in whole or in part, but of at least 10% of the partial payment price, and/or has been unsuccessfully given a period of 14 days to pay the outstanding amount with the declaration that if the deadline is not met, the entire remaining debt will be due at once. If the entire remaining debt is not paid within a specified period, the Club reserves the right to terminate the event contract. In the case of Season Tickets, the amounts paid up to that point will be billed on a pro rata basis (the Season Ticket price of the respective season divided by the number of Bundesliga

home games that have already taken place is considered to be the basis for the calculation) and the Season Ticket will be blocked after the eligible games have been used.

**6.5 Reminder fee:** If the contractual partner is in arrears with the payment of the fee in accordance with Section 6.1, the Club reserves the right to charge a flat-rate reminder fee of EUR 10.00 in addition. The contractual partner is permitted to prove that this fee has not arisen or has not arisen in this amount. The right to claim further damages (cancellation, chargeback fees, etc.) is reserved.

## **7. Shipping and deposit**

**7.1 Shipping:** The postal shipping of Tickets is at the expense of the customer, whereby the Club selects the shipping company and provides the customer's shipping data for the fulfilment of the contract in accordance with Art. 6 (1)(1)(b) of the **EU** General Data Protection Regulation (the "**GDPR**"). The risk of loss or damage to the tickets during shipment is borne by the Club. The corresponding delivery to the customer takes place regularly within seven (7) working days from the order confirmation (Section 2.2). If access has not been granted by this time, the Club must be notified immediately of any loss during shipping to the contact address. The Club shall reissue tickets lost in the course of shipping in accordance with Section 8.3.

**7.2 Electronic Tickets:** When sending electronic Tickets (e.g. print@home or mobile Tickets), the Tickets ordered will be sent to the customer electronically (e.g. by email in the form of a 2D barcode and in PDF format or for retrieval in a mobile app). No shipping fees will be charged when sending an electronic Ticket. The 2D barcode for access to the Stadium grounds must be made permanently available on the mobile device (e.g. smartphone) or printed in easy-to-read quality in A4-paper form and carried with you at the Event. Unreadable 2D barcodes or printouts that are not due to the fault of the Club generally do not

entitle access to the Stadium grounds. In this case, however, the contractual partner may request the issuance of a replacement ticket against payment of a service fee of EUR 5.00. The legal basis for the associated processing of personal data is Art. 6 (1)(1)(b) GDPR.

**7.3 Deposit:** If timely access to the Tickets can no longer be guaranteed in the event of a short-term order and notification by the Club, the Club may, in individual cases, at its own discretion, agree to deposit the Tickets at the ticket counter [ticket office 9 and 10] set up for this purpose at the Stadium for collection. The collection of the Tickets is only possible by the customer or a third party authorised in writing by the customer upon presentation of a suitable official identification document (an identity card, passport, etc.). The Club may charge a reasonable service fee for the deposit of the Ticket. The customer bears the risk of loss or damage to the Tickets during delivery, unless the loss or damage is due to the gross negligence or malicious intent of the Club or of a third party appointed by the Club.

## **8. Reissue in case of complaint, defect, loss**

**8.1 Complaint:** The customer is obliged to immediately and conscientiously check both the Order Confirmation and the Ticket for accuracy after their receipt, in particular with regard to number, price, date, event and venue. A complaint about Tickets and/or Ticket orders that are recognisably incorrect must be made immediately, i.e. without culpable hesitation, usually within five (5) working days of receipt of the Order Confirmation or the ticket, but no later than seven (7) working days before the respective Event, in text form (email or by post to the contact address is sufficient). In the case of Tickets and/or Ticket orders that are made within the last seven (7) working days before the respective Event, in the case of another order in accordance with Section 2.3, in which the Ticket is handed over and/or in the case of deposited tickets in

accordance with Section 7.3, the complaint must be made immediately, otherwise the previous provision shall apply accordingly. Defective within the meaning of this Section 8.1 are, in particular, impermissible deviations from the order with regard to number, price, date, event and venue, an incorrect printed image, missing essential information, such as the Event or seat number for tickets in paper form, and/or visible damage to or destruction of the Ticket. The receipt postmark or the transmission protocol of the email is decisive for the observance of the complaint period. In the event of a justified and timely complaint, the Club shall issue the customer with a new Ticket free of charge against delivery of the Ticket that is the subject of the complaint in paper form; the Club will block electronic tickets against appropriate proof of the error and the legitimacy of the customer (e.g. sending a screenshot stating the corresponding order number) and will issue a new electronic ticket free of charge to remedy the error. The provisions on complaints expressly do not apply to Tickets lost in accordance with Section 8.3 or to the sending of unordered tickets, nor to cases in which the reason for the complaint is demonstrably due to fault on the part of the Club.

**8.2 Defect:** In the event of a technical defect in a Ticket or in the event of difficulties within the framework of electronic access control, if the customer's legitimacy is proven, the Club will issue a new Ticket while blocking the old Ticket or will activate the old Ticket accordingly. This expressly does not apply to technical defects that were clearly caused by the customer (e.g. damage to the individualisation features anchored in or on the Ticket (cf. Section 11.3 c)), a defect in the mobile device (e.g. the smartphone), an illegible printout, etc.). A service fee shall be charged for the reissuance of the Ticket. The amount of such fee shall be determined in accordance with the Ticketing Service Price List as amended from time to time (the current version of the Ticketing Service Price List is available at

<https://shop.vfl-wolfsburg.de/haeufige-fragen-ticketing-faq>) unless the Club or third parties commissioned by the Club are demonstrably responsible for the defect.

**8.3 Loss:** The Club must be informed immediately of the loss, i.e. any involuntary loss, of Tickets purchased from it via the contact address in text form (an email is sufficient) or by post. The Club is entitled to block these Tickets immediately upon notification. In the event of the loss of a Ticket subject to electronic access control, the Ticket shall be reissued after appropriate notification, blocking of the Ticket and verification of the customer's legitimacy. A service fee is charged for the new issue, the amount of which can be found in the ticketing service price list in its currently valid version. The currently valid version of the ticketing service price list is available at: [<https://shop.vfl-wolfsburg.de/haeufige-fragen-ticketing-faq>]. In the event of abusive reports of loss, the Club shall file a criminal complaint. For security reasons, it is generally not possible to reissue other lost Tickets.

## 9. Returns and refunds

**9.1 No right of withdrawal or return:** Even if the Club offers tickets via means of distance communication within the meaning of § 312c para. 2 German Civil Code (BGB) and a distance contract can, therefore, exist in accordance with § 312c para. 1 German Civil Code (BGB), there is no two-week right of withdrawal for the customer when purchasing a ticket in accordance with § 312g para. 2 No. 9 German Civil Code (BGB). Nevertheless, the Club grants the contractual partner the right to withdraw from the respective contract within a period of 14 days from the purchase of a Ticket (but no later than 5 days before the Event when purchasing a day Ticket). The period begins on the day of purchase or postal dispatch from receipt by the contractual partner. If Tickets have been sent, the cancellation must be declared in writing to the contact details specified in Section 16 (if the Club is the organiser) and with simultaneous return of the Tickets; if no Tickets have

been sent, the cancellation can also be declared by telephone or email. The receipt of the declaration of withdrawal by the Club is decisive for compliance with the deadline. The contractual partner will receive a refund of the ticket price printed on the Tickets minus a cancellation fee. The cancellation fee is EUR 4.00 per ticket, but at least EUR 10.00 per cancellation process. In the event of withdrawal from a Season Ticket contract in accordance with Section 4.1, the pro rata amount for Events after the withdrawal will be refunded after deduction of amounts for the Events that have already taken place and the cancellation fee. No right of withdrawal shall apply to the purchase of Away Tickets (cf. Section 1.2).

**9.2 Exchange and return:** The exchange and return of tickets are generally excluded. If a customer cannot use their Ticket for personal reasons (e.g. illness), a transfer of the Ticket to a third party is exceptionally permitted under the provisions of Section 10.3.

**9.3 Rescheduling or match cancellation:** In the event of a temporal or local rescheduling of the Event in the case of an Event that has already been definitively scheduled when the Ticket(s) was purchased, the Tickets remain valid. The customer may, insofar as day Tickets are concerned, withdraw from the contract. In the case of Season Tickets, they may possibly withdraw partially with regard to the Event concerned. The withdrawal must be declared within 21 days of the customer becoming aware of the relocation or demolition in text form (email is sufficient) or in writing by post to the contact address specified in Section 16. Upon presentation of the Ticket or return of the Ticket on their own account to the Club, in the case of electronically transmitted Tickets, stating the corresponding order number in the cancellation declaration, the affected customer will either receive a refund of the Ticket Price paid – pro rata for Season Tickets – or a voucher in the value of the corresponding Ticket Price, at the discretion of the Club, unless the

allocation of a voucher is unreasonable for the customer; service and shipping fees will not be refunded. If the Event is cancelled, the customer is not entitled to a refund of the Ticket Price paid, unless the Club is responsible for the cancellation of the game or a balance of the conflicting interests of the customer with the interests of the Club speaks in individual cases for a refund. The final, scheduled scheduling or scheduling of an Event is not considered a rescheduling within the meaning of this regulation and therefore does not entitle the customer to withdraw if the final scheduling or timing of an Event has not yet been determined when the Ticket was purchased. In these cases, the Club is not liable to the ticket holder for futile expenses (e.g. travel and accommodation costs).

**9.4 Replay:** In the case of a replay, i.e. the rescheduling of an Event that has already begun and has been cancelled in accordance with Section 9.3, the replay is deemed to be a new Event; the Ticket for the original Event is not valid for this purpose, unless the Club expressly indicates that the Ticket is also valid for the replay.

In the event of continued validity, the customer may withdraw from the contract within 7 days of the club announcing the validity of the ticket, including for the repeat match. The cancellation must be declared in text form (e-mail is sufficient) or in writing by post to the contact address. The consequences of cancellation set out in Section 9.3 shall apply.

**9.5 Cancellation and exclusion of spectators:** In the event of cancellation of the Event without replacement or at an Event that must take place (possibly partially) to the exclusion of spectators according to association or official regulations, both the Club and the affected customer are entitled to withdraw from the contract for the purchase of Tickets for the affected Event. In such a case, the Club is also entitled to block Season Tickets for individual Events. The withdrawal must be declared in text form (email is sufficient, in the event of

withdrawal by the customer concerned to the contact address).

The consequences of cancellation set out in Section 9.3 shall apply.

**9.6. Expenses in vain:** In the cases of Sections 9.3 to 9.5, the Club is not liable to the customer or ticket holder for futile expenses (e.g. futile travel and accommodation costs), unless the Club is responsible for the Event triggering the change in the contractual relationship or a balancing of the conflicting interests of the customer with the interests of the Club speaks in favour of liability in individual cases.

**9.7 Replacement:** The customer acknowledges that the Club is entitled, for good cause (e.g. association, official or statutory access restrictions or other protective and security measures), to assign seats to the customer other than those ordered to an equivalent or higher category; in this case, the customer has neither a right of withdrawal nor a right to reimbursement.

## **10. Use and disclosure; measures in the event of unauthorised forwarding**

**10.1 Interest of the club worthy of protection:** To avoid violence and crimes in connection with the Stadium visit, to enforce Stadium bans, to separate fans from the opposing teams and to prevent unauthorised ticket transfer, in particular to avoid ticket speculation (e.g. ticket purchase with the aim of direct resale or the resale of tickets at increased prices) and to maintain the widest possible supply of fans with tickets at socially acceptable prices, it is in the actual and legal interest of the Club, as well as customers and spectators, to restrict the transfer of Tickets adequate.

**10.2 Unauthorised transfer:** The sale of Tickets or the allocation of Special Tickets is exclusively for private, non-commercial use by the customer; any commercial or commercial resale as well as any other unauthorised transfer or any other unauthorised offering of Tickets by the

customer is prohibited. Commercial and trade ticket sales are reserved exclusively for the Club and authorised advance sales outlets. In particular, unauthorised transfer or unauthorised offering is considered to be:

**a)** the offering and/or sale and/or distribution of Tickets publicly, at auctions or on the Internet (e.g. on eBay, classified ads, Facebook) and/or on sales platforms not authorised by the club (e.g. viagogo, StubHub, etc.), expressly also if the offer, sale or transfer takes place without profit or surcharge;

**b)** transferring Tickets at a price higher than the price paid; a surcharge of up to 10% to compensate for transaction costs incurred is permitted;

**c)** transferring Tickets regularly and/or in a larger number, whether on one match day or spread over several match days,

**d)** selling or passing on tickets to commercial or trade resellers and/or ticket dealers,

**e)** using or having Tickets used commercially or in trade without the express written consent of the Club, in particular for the purposes of advertising, marketing, as a bonus, as a promotional gift, as a profit or as part of an unauthorised hospitality or travel package,

**f)** passing on Tickets to persons who have been banned from attending sports events or who have been excluded from attending sports events for safety reasons in the last five years, in particular due to involvement in disputes in connection with football matches and against whom a stadium ban has been issued during this period, provided that the customer was aware or should have been aware of this circumstance;

**g)** passing on Tickets to fans of guest clubs, provided that the customer was or should have been aware of this circumstance,

**h)** reselling or passing on Special Tickets to persons for whom the purpose

associated with the Special Ticket is not fulfilled, or

i) reselling Tickets if these Tickets were appointed in an unauthorised manner (see Section 2.7), in particular purchased using automated procedures that serve to circumvent restrictions on the number of tickets to be purchased by a person (cf. Section 2.4) or other regulations applicable to the sale of the Tickets (so-called bot purchases).

j) reselling tickets or pass them on to people for whom the printed, anchored individualization features (e.g. name imprint, seat details, barcode, QR code, serial and/or shopping cart numbers) have been manipulated, unrecognizable, changed and/or damaged.

**10.3 Permitted transfer:** A private transfer of a Ticket for non-commercial or trade reasons, in individual cases in the event of illness or circumstances otherwise preventing the customer from attending, is permitted if there is no case of unauthorised transfer within the meaning of the provision in Section 10.2 and

a) activation in the VfL ticket exchange ([www.woelfeshop.de](http://www.woelfeshop.de)), in the manner specified therein and in accordance with Section 10.4, or

b) the customer expressly informs the new ticket holder (1) of the validity and content of these GTTCs, as well as the necessary disclosure of information (name, email address) about the new ticket holder to the Club in accordance with this section, (2) the new ticket holder agrees to the validity of these GTTCs between them and the Club by purchasing and using the ticket and (3) the Club is informed in good time of the disclosure of the ticket at their request (e.g. due to association, official or legally prescribed protection and security measures) by naming the new ticket holder (including the above-mentioned data) or the Club has implicitly declared the disclosure to the new ticket holder as permissible.

**10.4 Secondary market platform:** The club may, at its own discretion, grant the customer the opportunity to offer an

already purchased ticket for the designated game via the secondary market platform at [[www.woelfeshop.de](http://www.woelfeshop.de)] for resale to potential secondary market buyers in accordance with the following regulations.

a) Before listing a ticket for resale on the secondary market platform, the customer must register or log in online on the secondary market platform. In justified individual cases, the club reserves the right to reject offers of tickets on the secondary market platform. Holders of season tickets are entitled to offer the right to attend the designated game as a day ticket. Offering a ticket does not necessarily lead to a successful resale via the secondary market platform.

b) As soon as a customer has placed an offer for a ticket on the secondary market platform for resale, he undertakes not to dispose of his rights arising from this ticket (e.g. sale, transfer, access to the event) for the duration of the placed offer. In the event of offences, the customer shall be liable for any resulting damages. In addition, the Club reserves the right to impose the sanctions listed in Section 10.6 and/or Section 4.75 on the customer or ticket holder concerned.

c) The Club shall inform the customer as soon as the ticket has been successfully sold on the secondary market platform. The contractual partner of the secondary market purchaser is the Club, not the original customer. Section 2.2 applies accordingly to orders for tickets placed by the secondary market purchaser on the secondary market platform. From this point in time, the customer's offer is binding and the customer loses the right to attend as securitised in his ticket. The customer shall receive a credit note from the Club in the amount of the (proportionate) original price of the corresponding ticket less any service, operating and shipping costs incurred by the Club.

**10.5 Data of the new ticket holder:** The processing of the name and email address of the new ticket holder by the Club is carried out on the one hand to fulfil

the contracts between them and the Club and between them and the customer in accordance with Art. 6 (1)(1)(b) GDPR. On the other hand, this data processing is carried out to safeguard the legitimate interests of the Club in accordance with Art. 6 (1)(1)(f) GDPR. The legitimate interests of the Club result from Section 10.1.

**10.6 Measures in the event of unauthorised transfer:** In the event of one or more violations of the provision in Section 10.2 and/or other unauthorised transfer of Tickets, the Club is entitled

**a)** not to deliver and cancel Tickets that were used, resold, passed on or offered in any other unauthorised manner in contravention of the provisions of Section 10.2 before handover or dispatch to the customer;

**b)** to block and cancel the affected Tickets without compensation and to deny the ticket holder access to the Stadium or to expel them from the Stadium;

**c)** to ban the customers in question from purchasing a reservation for a reasonable period of time, with this not exceeding five (5) years; the number of violations, Tickets offered, sold, transferred or used, as well as any proceeds generated by their resale, will be decisive in determining the ban's length;

**d)** not to deliver other Tickets already purchased by the affected customer from the Club, including for comparable events, to the affected customer and to cancel them against reimbursement of the price paid;

**e)** in the event of an unauthorised transfer of Tickets in accordance with Section 10.2 a) and/or 10.2 b), to require the respective customer to pay out the surplus revenue or profit generated in accordance with Section 14;

**f)** to impose a contractual penalty on the customer in accordance with Section 13;

**g)** to cease to grant the relevant customers preferential rights, including the preferential rights associated with membership in the Club or in the Club's

official fan club, and/or to terminate the relevant customers' membership in the Club; and/or

**h)** to report the incident in an appropriate manner, also stating the name of the customer, to prevent future use of the Tickets in a manner which runs contrary to the contract;

**i)** to pass on or compare the ticket buyer's data (name, address, email address and telephone number) to Bundesliga clubs to identify or exclude further commercial resale as well as any other unauthorized transfer or offer of tickets by the ticket buyer. This data processing is carried out to protect the legitimate interests of the club in accordance with Art. 6 Para. 1 Sentence 1 f) GDPR. The legitimate interests of the club result from Sections 10.1 and 10.2.

## **11. Admission to the Stadium and conduct in the Stadium**

**11.1 Stadium regulations:** Access to the Stadium is subject to the stadium regulations posted there and available at any time at [\[www.vfl-wolfsburg.de/stadien\]](http://www.vfl-wolfsburg.de/stadien). By accessing the area of the Stadium, each ticket holder acknowledges and accepts the Stadium regulations as binding; they apply regardless of the effectiveness of these GTTCs.

**11.2 Domiciliary rights:** The Club or third parties commissioned by the Club are entitled to exercise domiciliary rights at all times. The instructions of the Club, the police, the security staff and the stadium administration in the run-up to, during and immediately following an Event must always be followed.

**11.3 Right of access:** In principle, any customer or ticket holder with a visitation right validly acquired in accordance with Section 2.6 is entitled to access the Stadium. Access to the Stadium may be refused if

**a)** the customer or ticket holder refuses to undergo a reasonable inspection of their person and/or their items carried by

security staff before entering the enclosed Stadium area at the entrance and/or in the interior, persons who bring unauthorised items into the stadium and/or evade the controls of the security personnel may be expelled from the stadium grounds or banned from the stadium in accordance with Section 11.11. The club reserves the right to designate separate checkpoints or entrances for certain items that are to be brought into the stadium. The posted conditions for the acceptance of evidence apply to items removed and/or handed in by security personnel, and/or

**b)** the customer or ticket holder has already entered and then left the enclosed Stadium area at the same event; in this case, the ticket loses its validity, and/or

**c)** the individualisation features anchored in or on the Tickets (e.g. buyer identification, seat data, barcode, QR code, serial and/or shopping basket numbers) have been manipulated, are unrecognisable and/or are damaged or an access attempt has already been made with the ticket, insofar as this is not the responsibility of the Club, and/or

**d)** the ticket holder is not personally identical to the customer who is correspondingly stored as a customer in connection with the Ticket and noted on the Ticket via individualisation features, unless there is a case of authorised transfer in accordance with Section 10.3. or

**e)** if technical failures that are clearly attributable to the ticket holder (e.g. smartphone defective, printout not legible, etc.) mean that electronic access control is not possible.

In the event of a justified refusal of access, the customer or the ticket holder is not entitled to compensation.

**11.4 Special access conditions:** For good cause, e.g. due to protection and security measures ordered by the association, government or law, the Club is entitled (and possibly required) to set special access conditions for the purchase of Tickets or the Stadium visit and to enforce

their compliance against the customer or ticket holder:

**a)** The Club is entitled to make certain requirements a condition for the purchase of Tickets or the stay at the stadium and to have this documented by the ticket holder as a condition of admission before entering the stadium and to check compliance with the specified requirements.

**b)** The Club is entitled to subject the purchase of Tickets or the stay at the stadium to additional regulations, provisions and requirements (e.g. processing of further personal data and/or processing of existing personal data for further purposes; access to the Stadium only in certain time windows; observance of certain hygiene standards). These will be made available to the customer in good time and must be observed by all ticket holders from the time of notification. Insofar as such additional regulations, provisions and requirements include the processing of further personal data and/or existing personal data and/or existing personal data for further purposes, the Club shall inform the customer or ticket holder in accordance with Art. 13 et seq. GDPR in good time in particular about the specific scope and specific purposes of the processing.

The legal basis for the associated processing of personal data is Art. 6 (1)(1)(c) GDPR and, insofar as the processing includes health-related data, Art. 9 (2)(i) GDPR. The processing of health-related data is permitted in accordance with § 22 para. 1 No. 1 c) BDSG (German Federal Data Protection Act) in the interest of public health and to protect against serious health hazards.

**c)** If the customer or ticket holder cannot meet the special admission conditions according to Section 11.4 a) and b), the Club may refuse the purchase of the Ticket or the visit to the Stadium. Recourse claims against the Club are excluded in such a case.

**d)** If the Club only announces Special Access Conditions in accordance with

Section 11.4 a) and b) after the customer has purchased the corresponding Tickets, the customer may withdraw from the contract. In the case of Season Tickets, they may possibly withdraw partially with regard to the Event concerned. The consequences of withdrawal set out in Section 9.3 shall apply. A right of withdrawal does not exist if the special access conditions according to Section 11.4 a) and b) were already generally announced at the time of ticket purchase, or expires at the latest upon the customer's access to the Stadium grounds. Claims for recourse by the ticket holder are excluded in such a case.

**11.5 Obligation to inform:** Each ticket holder is obliged to inform themselves in good time in advance of an Event in the Stadium about possible rescheduling, spectator exclusions and other applicable regulations. The current information on this can be found at <https://shop.vfl-wolfsburg.de/hygienerregeln>.

**11.6 Seat allocation:** Each ticket holder must take the seat in the Stadium that is noted on their Ticket or for which their Ticket is valid. By way of derogation, they are required by order of the Club or the security staff to take another place if this is necessary due to a serious factual reason (e.g. security aspects); in this case, they are not entitled to compensation.

**11.7 Visual impairments:** Temporary visual impairments may occur throughout the Stadium, in particular due to the waving of flags and/or standing spectators. These limitations are not grounds for complaints or claims for compensation.

**11.8 Fan blocks:** Blocks 1-14, 16, 37-44, 62- 64 and F, as well as other individually assigned blocks in the Stadium, are the home area of the Club's fans ("**Home Area**"). In this Home Area and in further designated areas of the Stadium, there may be visual impairments, in particular due to the waving of flags. These limitations are not grounds for complaints or claims for compensation. Since the Club is required to separate the fans of

opposing teams for safety reasons, fans of the respective guest club or persons who can be regarded as fans of the guest team due to their behaviour or external appearance ("**Guest Fans**") are not permitted to enter and/or stay in the Home Area for safety reasons. The Club, the police and the security staff are entitled to refuse access to the Home Area to guest fans, even if they are in possession of a valid Ticket; in this event, the fan is not entitled to claim compensation.

**11.9 Inappropriate conduct:**

Every ticket holder is obliged to behave in the stadium in such a way that the legal interests of the club and all other persons present at events in the stadium are not impaired and/or jeopardised. In particular provocative behaviour that could lead to a confrontation with other spectators or other persons present at the event is prohibited. The rules of conduct in accordance with this clause 11.9 are also intended to avoid material and immaterial damage to the club and/or guest club through the imposition of so-called association penalties due to the misbehaviour of home and/or guest spectators.

In the event of one or more violations by ticket holders or customers of the following rules of conduct, which apply throughout the Stadium area and, if not explicitly limited to the Stadium area, also in the case of trips/arrivals and departures to matches or other events of the Club staged or organised by the Club, the Club, the police and/or the security staff are entitled to

- seize, without compensation, any prohibited items brought by ticket holders or customers, and/or
- deny ticket holders or customers access to the Stadium area and/or the venue without compensation and/or to expel them from the Stadium or the seat.

**a)** It is forbidden to enter the field of play and/or to climb or pass through the barrier or enclosure of the Stadium interior without appropriate permission.

**b)** It is forbidden to be obviously intoxicated, under the influence of drugs and/or disguised, to behave violently or in any other way contrary to public order or to arouse the concern of such behaviour.

**c)** It is forbidden to carry and/or use the following objects: weapons, objects that can be used as weapons or projectiles, corrosive and easily flammable substances, bottles of all materials, cans or other containers consisting of fragile, splintering or particularly hard material, torches, fireworks, smoke candles and/or powder, Bengal fires and all other pyrotechnic objects and substances or substance mixtures, laser pointers, bulky objects, drinks not purchased in the stadium (exception: non-alcoholic drinks in beverage cartons with a maximum capacity of 500 ml), illegal drugs, clothing that is obviously carried for masking purposes, animals and other objects that are likely to endanger or inappropriately affect the safety in and around the Stadium, other visitors, players and/or officials.

**d)** It is prohibited to carry and/or use the following items: racist, xenophobic, homophobic, violence-glorifying, anti-semitic, discriminatory, xenophobic and/or right-wing or left-wing radical propaganda media, political or religious items of any kind, including banners, signs, symbols and/ or leaflets, if there is reason to believe that they will be displayed inappropriately in the Stadium. Irrespective of items carried, the expression or dissemination of inhuman, racist, xenophobic, politically extreme, obscene, provocatively offensive and/or left or right-wing extremist slogans, as well as corresponding actions, statements, gestures and/or appearances that are likely to defame or offend third parties, in particular on the basis of skin colour, religion, gender, sexual orientation, ancestry or ethnic origin, are prohibited throughout the Stadium area. This also applies to the wearing of clothing and/or body jewellery that displays lettering or symbols with unambiguous racist, xenophobic, homophobic, violence-glorifying, anti-Semitic, discriminatory,

xenophobic, right-wing and/or left-wing extremist tendencies/content.

**e)** Visiting the Stadium for the purpose of media coverage of the event (television, radio, Internet, print, photo) and/or the collection of match data is only permitted with the prior consent of the Club and in the areas specially designated for this purpose. It is not permitted to record or collect sounds, photos and/or images, descriptions or results or data of the Event without the prior consent of the Club, unless this is exclusively for private, non-commercial use. Any commercial use, in any way and regardless of by whom, requires the prior written consent of the Club.

In any case, it is prohibited to broadcast live or delayed images, sound and/or video recordings without the prior consent of the Club and/or to publicly reproduce them on the Internet, in particular on social media platforms and/or apps, and/or other media (including mobile devices such as smartphones, tablets, etc.) and/or to support other persons in such activities. Equipment or facilities intended to be used for such activities may not be brought into the Stadium without the prior consent of the Club or a third party authorised by the Club. The Club points out that DFL Deutsche Fußball Liga GmbH ("DFL GmbH"), the Deutsche Fußball Bund e.V. ("DFB") and the Union of European Football Associations ("UEFA") are entitled to delete or have deleted recordings transmitted and/or publicly reproduced in violation of this provision.

The collection, recording, transmission, production and/or dissemination of information or data about the course of the match (e.g. event or position data), behaviour or other factors in a match (whether using electronic devices or otherwise) for commercial purposes (in particular for betting and gambling) in the stadium is also expressly prohibited without the club's consent.

Devices or equipment that can be used for such activities as intended may not be brought into the stadium without the

express consent of the club. In the event of a breach of these regulations, ticket holders may be refused entry to the stadium or expelled from the stadium.

The Club further points out that DFL GmbH, the DFB and/or UEFA may be authorised to assert further claims of the Club against the spectator in their own name in and out of court.

**f)** Actions that may lead to a direct or indirect commercial association with the Club, the Deutsche Fußball Liga e.V. ("DFL e.V."), DFL GmbH, the DFB, UEFA, the Event or parts thereof are prohibited throughout the Stadium area without the written consent of the Club or third parties authorised by the Club. In particular, it is prohibited in the Stadium area

(i) to otherwise create or attempt to create such an association by unauthorised use of logos or other marks;

(ii) to conduct targeted commercial advertising of all kinds, e.g. to distribute advertising brochures or other written information relating to a business, thing or service,

(iii) to offer, sell or carry beverages, food, souvenirs, clothing or other objects or (service) services with the intention of selling them.

**g)** Without prejudice to the above regulations, the following items may only be carried in the entire Stadium area with the consent of the Club: flagpoles and banner poles with a length of more than 1.5 m and/or a diameter greater than 3 m, double banner holders, banners, flags and banners with an area of more than 2 m<sup>2</sup>, mechanically or electrically operated noise instruments and/or devices for noise and/or speech amplification.

**h)** Banners, flags and similar items may only be installed at the designated locations with the Club's prior consent. It shall be strictly prohibited to cover, conceal, or otherwise impair or prevent the full visibility of advertising spaces,

such as advertising boards, or any advertising displayed within the stadium.

**11.10 Video surveillance:** In order to ensure and optimise stadium security and to support the work of law enforcement authorities, the Stadium and some of the surroundings of the Stadium are subject to video surveillance in accordance with Art. 6 (1)(1)(f) GDPR in conjunction with § 4 German Federal Data Protection Act ("BDSG"). In addition, the law enforcement authorities also use video surveillance systems on match days from their own competence for security and law enforcement in accordance with the legal provisions applicable in the Federal Republic of Germany. Corresponding recordings made by means of a video surveillance system are treated confidentially by the Club or by the law enforcement authorities, but can serve as evidence in particular in the event of suspicion of and/or the occurrence of criminal offences. The same applies to the image and sound recordings created in accordance with Section 12 which are transmitted to authorities or courts by the Club or the association responsible in each case in accordance with Section 12.3 upon request in accordance with Art. 6 (1)(1)(c) or (f) GDPR for these purposes. If an event recorded by means of a video surveillance system is carried out without incident, the recordings will be deleted in compliance with the data protection regulations applicable in the Federal Republic of Germany, in particular the GDPR and the BDSG.

**11.11 Sanctions for prohibited conduct:** In the event of violations of the provisions in Section 11.9 or special access conditions, in the event of actions pursuant to §§ 3, 27 German Federal Assembly Act and §§ 3, 9 Lower Saxony Assembly Act, in the event of participation in offences related to the occasion and/or acts of violence inside or outside the Stadium, the Club may, in addition to the immediate measures in Section 11.9, issue the sanctions listed there against the customer or ticket holder in accordance with the provisions in Section 10.6 and/or Section 4.7.

**11.12 Stadium bans:** In the event of violations of the provisions in Section 11.9, in the event of actions pursuant to §§ 3, 27 German Federal Assembly Act and §§ 3, 9 Lower Saxony Assembly Act, in the event of participation in offences and/or violence within or outside the Stadium, a stadium ban limited to the Stadium, and in particularly serious cases also a nationwide stadium ban, may be imposed in addition to the immediate sanctions pursuant to Section 11.9 and the sanctions pursuant to Section 11.11. In this context, the DFB guideline for the uniform treatment of stadium bans applies in the currently valid version (<https://www.dfb.de/verbandsservice/pinnwand/stadionverbots-richtlinien/>). The ban will be communicated to the persons concerned in writing. The processing of personal data in connection with stadium bans always takes place in compliance with the provisions applicable in the Federal Republic of Germany, in particular the GDPR and the BDSG. The Club reserves the right to pass on customer data to the German Football Association (Deutscher Fußball-Bund e.V.) with its registered office at Otto-Fleck-Schneise 6, D-60528 Frankfurt/Main for the enforcement of stadium bans in accordance with Art. 6 (1)(1)(e) GDPR, insofar as this is necessary to ensure public safety and security in the Stadium.

**11.13 Recourse:** For violations by individual or several spectators of the regulations in Section 11.9, in particular for the burning of Bengali lights, the use of other pyrotechnic objects, the throwing of objects and/or unauthorised entry into the field of play, the Club may, in the event of corresponding violations by fans of the guest club, as well as the guest club, be subject to a fine or other sanctions by the competent associations (DFL GmbH, DFL e.V., DFB, UEFA). The Club or the guest club is entitled to claim full recourse/compensation for the damage resulting from the sanction from the demonstrably identified responsible person(s) in accordance with the provisions of the highest court case law. In the event that several persons are

responsible, these joint and several debtors are jointly and severally liable within the meaning of § 421 BGB (German Civil Code). As a result, the Club or the guest club can make a claim against a demonstrably identified responsible person with regard to the entire damage resulting from the sanction for the Club or the guest club, if there was a causal connection between the contributions of all responsible persons. The Club's right to seek compensation from a ticket holder for damages arising from vandalism or property damage shall remain unaffected hereby.

## **12. Recordings of spectators of the Events**

**12.1 Recordings of spectators of the Events:** The Club and the association responsible in each case according to Section 12.3 or third parties commissioned or otherwise authorised by them (e.g. radio, press) according to Art. 6 (1)(1)(f) GDPR can independently create image and image sound recordings for public reporting on the Event and the competition, as well as for their promotion, that can show the ticket holder as a spectator of the Event in question. These image and sound recordings can be processed, exploited and publicly reproduced by the Club, as well as by the association responsible in accordance with Section 12.3 and companies affiliated with them in accordance with § 15 AktG (German Stock Corporation Act) and by third parties authorised by them, in each case (e.g. radio, press) in accordance with Art. 6 (1)(1)(f) GDPR.

**12.2 Purchase of tickets for other persons:** If a customer purchases tickets not only for themselves, but for other persons (ticket holders), the customer must ensure that the contents of this Section 12 and Section 17 are forwarded to the ticket holder concerned; the provisions on the admissibility of the transfer according to Sections 10.2 and 10.3 remain unaffected.

**12.3 Responsible association:** The following associations are responsible for the organisation of the sports competitions in which the Club participates:

- a) the Bundesliga and 2nd Bundesliga: DFL Deutsche Fußball Liga e.V. with its registered office at Guillettstraße 44-46, D-60325 Frankfurt am Main, the operational business of which is managed by DFL Deutsche Fußball Liga GmbH with its registered office at Guillettstraße 44-46, D-60325 Frankfurt am Main;
- b) the DFB-Pokal: The DFB Deutscher Fußball-Bund e.V. with its registered office at Otto-Fleck-Schneise 6, D-60528 Frankfurt/Main; and
- c) the UEFA Champions League, UEFA Europa League and UEFA Conference League: UEFA based at Route de Genève 46, CH-1260 Nyon.

### 13. Contractual penalty

**13.1 Prerequisites:** In the event of a culpable breach by the customer of these GTTCs, in particular one or more provisions in Section 10.2 – in particular Section 10.2 a) and b) – or 11.9, the Club is entitled to impose an appropriate contractual penalty of up to EUR 2,500.00 on the customer in addition to the other measures and sanctions possible under these GTTCs and without prejudice to any further claims for damages (in particular without prejudice to any recourse under Section 11.13 or tort law provisions).

**13.2 Amount:** Decisive for the amount of the contractual penalty are, in particular, the number and intensity of the violations, the type and degree of fault (intent or negligence), any efforts and successes of the customer or ticket holder with regard to compensation for damage, the question of whether and to what extent it involves a repeat offender, as well as, in the case of an unauthorised resale of tickets, the number of tickets offered, sold, passed on or used, as well as any proceeds or profits generated by the resale. The contractual

penalty may exceed the proceeds or profits realised from the resale and may be imposed in addition to the assertion of the payment of additional proceeds.

### 14. Payment of additional revenue

**14.1 Prerequisites:** In the event of an unauthorised transfer of tickets in accordance with Section 10.2 a) and/or Section 10.2 b) by the customer, the Club is entitled, in addition to the imposition of a contractual penalty in accordance with Section 13 and in addition to the other measures and sanctions possible under these GTTCs, to have the customer pay out in whole or in part the additional proceeds or profit achieved by the unauthorised transfer of tickets.

**14.2 Amount and use:** The criteria mentioned in Section 13.2 are decisive for the question of whether and to what extent the additional proceeds must be paid out. The Club shall benefit from the skimmed surplus proceeds or profits for social purposes (e.g. the promotion of youth football).

### 15. Liability

Visitors occupy the areas in and around the Stadium at their own risk. The Club, its legal representatives and/or vicarious agents, may only be held liable in connection with these GTTCs and the ticket holder's presence at and within the stadium for damages, regardless of legal grounds, if such damages are due to malicious intent or gross negligence or due to a breach of essential contractual obligations, in which case liability is limited to damages foreseeable at the time of contract formation. Essential contractual obligations are those, which enable the proper execution of the contract, which would jeopardise the purpose of the contract if violated, and on the observance of which the customer typically relies. This limitation of liability does not apply to claims for damages arising from injury to life, body, or health, or from any other basis for liability mandated by law.

## 16. Contact

Ticket orders, queries and all matters relating to Club tickets can be addressed to the Club via the following contact options:

VfL Wolfsburg-Fußball GmbH,

Service centre

In den Allerwiesen 1,

38446 Wolfsburg

email: [service@vfl-wolfsburg.de](mailto:service@vfl-wolfsburg.de).

Phone: 05361 8903 903 (provider-dependent costs to the German landline network are incurred)

Website: [www.vfl-wolfsburg.de](http://www.vfl-wolfsburg.de)

The Club does not participate in a dispute resolution procedure before a consumer arbitration board (cf. § 36 VSBG (German Consumer Dispute Resolution Act)).

## 17. Data protection

Unless specifically stated otherwise in the GTTCs (such as in Section 11.4 for special access conditions, in Section 11.10 for video surveillance and in Section 12 for recordings of spectators of the events), the processing of personal data of the customer and/or the ticket holder for the fulfilment of a contract between the Club and the customer/ticket holder, or between the customer and the ticket holder takes place in accordance with Art. 6 (1)(1)(b) GDPR. The processing of personal data of the customer and/or the ticket holder is carried out in order to safeguard the legitimate interests of the Club. The legitimate interests arise from Section 10.1.

The further data protection provisions, including the rights of the ticket holder under the GDPR and the contact details of the Club's data protection officer, can be found in the data protection declaration available at [www.vfl-wolfsburg.de/datenschutz](http://www.vfl-wolfsburg.de/datenschutz). With regard to the creation and distribution of video and audio recordings of the Club's Events (see

Section 12), reference is made in this regard to the data protection declaration of the relevant association, for the DFL Deutsche Fußball Liga e.V. at <https://www.dfl.de/de/datenschutz/> and for the Deutsche Fußball-Bund e.V. at <https://www.dfb.de/datenschutzerklaerung/>.

## 18. choice of law, fulfilment and place of jurisdiction

**18.1 Choice of law:** The mandatory legal provisions of the country in which the customer usually resides apply. In all other respects, German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**18.2 Place of Performance:** The sole place of fulfilment for delivery, performance and payment is the headquarters of the Club.

**18.3 Place of jurisdiction:** The place of jurisdiction for all disputes arising from or in connection with these GTTCs and/or their validity or legal transactions on the basis of these GTTCs is the registered office of the Club, unless the customer is a consumer.

**18.4 Dispute resolution:** VfL Wolfsburg is not obliged and in principle not willing to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG.

**18.5 Language:** In the event of interpretation difficulties between the German and English versions of these GTTCs, the German version shall apply.

## 19. Additions and amendments

The Club is entitled – even in the case of ongoing contractual relationships (especially in the case of season tickets in accordance with Section 4) in the event of a change in the case law of the highest courts, which make it necessary to adapt these GTTCs, even in the case of existing

(permanent) obligations – to supplement and/or amend these GTTCs and/or the Price List, insofar as this is reasonable for the customer in an overall assessment. This only applies, in addition, for an increase in prices (by changing the Price List) for existing continuing obligations in accordance with Sections 4.3 and 4.4 in the event of significantly changing market conditions at the expense of the Club and the associated total costs is permissible and this increase cannot be offset by offsetting it against declining other cost factors ('total cost increase'). The valuation basis for determining the total costs is as follows, in particular in the event of a significant increase in match day costs or other procurement or provision costs, in the event of a change in sales tax or comparable taxes or in the event of a significant change in the consumer price index of the Federal Statistical Office (at least increase of 0.5 percentage points compared to the same period of the previous year). It is always the case that prices can only be adjusted by the amount required to compensate for an overall increase in costs. If the aforementioned valuation bases change in favour of the customer, a corresponding saving will also be passed on to the customer. Changes to the prices for existing continuing obligations in accordance with sections 4.4 and 4.5 shall only apply to the new season.

All changes will be announced to the customer in writing or – if the customer has agreed to this form of correspondence – online (e.g. by email). The additions or changes are deemed to have been approved if the customer has not objected to the changes and/or additions in writing or online in the manner specified (e.g. by email) within a period of four weeks of receipt, provided that the Club has expressly referred to this assumption of approval in the announcement. An objection entitles the Club to extraordinary termination of the legal relationship concerned. The customer is also entitled to extraordinary cancellation in the event of a unilateral change in the ongoing legal relationship; this applies in particular to

price adjustments to the detriment of the customer.

At the customer's request, the Club shall provide additional information required for the verification of the change in remuneration.

## **20. Final clause**

Should individual clauses of these GTTCs be wholly or partially invalid, this will not affect the effectiveness of the remaining provisions or the remaining parts of such a provision. Any ineffective provision shall be replaced by the parties with a valid provision approximating as closely as possible to the economic purpose of such ineffective provision. The same applies to a loophole within these GTTCs.

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