

GENERAL TICKETING TERMS AND CONDITIONS (GTTCS)

The purchase and use of day and season tickets (referred to herein as "Tickets") for 1.FSV Mainz 05 (referred to herein as the "Club") events and admission to the ground are subject to the following GTTCs together with the Club's stadium rules, which are expressly incorporated into these GTTCs. By purchasing or using a Ticket, the purchaser or Ticket holder agrees to be bound by and comply with these GTTCs. These GTTCs also apply to the legal relationship which arises through the purchase or use of Tickets for admission to stadiums at the Club's away games. Further regulations or general terms and conditions, in particular the stadium rules or general terms and conditions of the host club, may become applicable to away games on admission to the stadium at the latest. If the GTTCs are inconsistent with the regulations of the host club, the general ticketing terms and conditions of the host club prevail.

1. Ticket Orders

Tickets for football games hosted by the Club may only be purchased from the Club or from its authorised booking office(s). Once made, orders cannot be subsequently changed or cancelled.

For online orders the customer will be issued with a personal password when he registers. The customer is responsible for ensuring that no unauthorised third party gains knowledge of his password. The customer is liable for all improper uses by third parties in this regard.

For orders made through the online ticket shop the offer to enter into a contract is made by the customer as soon as he orders the Ticket. If the Club accepts the offer it will send a confirmation email, which simultaneously serves as acceptance of the offer.

If the spectator has obtained the Ticket from the away team then the contract with the Club is formed on presentation of the Ticket at the stadium entrance at the latest, more particularly on insertion of the Ticket into the Ticket-reader.

Each customer may only order the maximum number of Tickets designated for that particular event in the Club's online ticket shop (www.mainz05.de), regardless of the number of separate bookings made. Circumvention of this restriction by using different names is prohibited. If the customer breaches this restriction then the Club is entitled to withdraw from the contracts formed for that event by blocking the Tickets. The customer must pay a penalty for breach of contract, which may not exceed the value of the blocked Tickets and which will be determined at the reasonable discretion of the Club. The penalty may be offset against reimbursement made to the customer due to withdrawal from the contract and blocking of the Tickets.

2. Terms of Payment

The entrance fees are stipulated in the Club's current price list. The invoice amount must be paid in advance before the payment deadline. If payment is not made before such deadline, the Club is entitled to cancel the order. In this event the Club expressly reserves the right to bring a claim for damages.

If payment is made by means of SEPA direct debit it should be noted that the period of advance notice for the base direct debit is shortened to one calendar day.

Different conditions may be agreed for our authorised booking offices.

3. Choice of Ticket

If the customer's chosen category of Ticket is sold out and the customer has not specified another option, then the Club is entitled to allocate Tickets to him in the category above or below and/or to limit the number of Tickets, without giving prior notice.

4. Ticket Delivery/Collection

Tickets are dispatched at the customer's expense and risk, except where there is intent or gross negligence on the part of the Club or any person commissioned by the Club. The choice of carrier is made by the Club.

Tickets can be collected by the customer from the fan shop or the box office on presentation of a valid photo ID. Collection by a third party is only possible on presentation of written authorisation issued to the third party by the customer. The third party must present a photo ID as confirmation of his personal details, otherwise the Tickets will not be handed over.

If the order is made less than five days before the respective event then the Tickets will not be sent to the customer, and will instead be available for collection at the event venue (box office).

5. Complaints

On receipt of the confirmation email and the Tickets the customer is responsible for checking that the number, price, date, event and location are correct. Complaints regarding incorrect Tickets must be made promptly (within three business days) of receipt of the Tickets by the customer in writing, either by email or by post at the contact address given under paragraph 10. Compliance with the complaints period is demonstrated by the email transmission protocol or the date stamp respectively. On expiry of the complaints period no grounds for complaint exist and no return of Tickets will be accepted.

Even if the Tickets are sent by means of long distance communication as defined in § 312b Abs. 2 BGB, no long distance selling agreement arises pursuant to § 312b Abs. 3 Nr. 6 BGB. As a result there is no two-week right of cancellation or return.

6. Returns/Refunds

Ticket exchange is categorically excluded. Ticket returns and refunds may be made on a case by case basis at the discretion of the Club as a gesture of goodwill. The Club will issue a replacement Ticket for forgotten season and/or day Tickets for an administration fee of EUR 10,00, provided that the forgotten Ticket can be cancelled.

If a season Ticket is lost then the Club must be informed immediately. The season Ticket will then be cancelled and a replacement Ticket will be issued. For replacement Tickets issued due to loss, theft, obvious defect or changes to the season Ticket the Ticket holder must pay an administration fee of EUR 10,00. The Club is not responsible for any loss of use or any other damages. The Club bears no liability for lost, stolen, destroyed, forgotten or damaged season or day Tickets.

No claim for a Ticket refund arises in the event that the time or place of the event is changed, in particular where the details of a league game have not yet been finalised by the German Football League GmbH at the time of Ticket purchase. The same applies for games which are abandoned. In all cases the Tickets remain valid.

If an event is cancelled the Ticket holder can receive a refund on return of the original Ticket to the place where the Ticket was purchased. Administration and delivery fees are not included in the refund. If the Tickets are not collected then no claim for a Ticket refund can be made.

7. Transfer of Tickets

In order to prevent violence and crime associated with stadium visits, enforce stadium bans, prevent the sale of Tickets at inflated prices, and separate supporters of opposing teams during the game, it is in the interests of the Club and of spectators to restrict the transfer of Tickets.

Ticket sales are therefore for private use only. In particular the Ticket holder is prohibited from:

- offering Tickets through internet auction sites or other internet market places, either himself or through a third party, with the exception of Eventim fanSALE;
- selling Tickets commercially without the express prior written consent of the Club;
- in the context of a private transfer, selling the Tickets for a higher price than that which is published on the Ticket;
- transferring Tickets to people who are barred from attending football games for safety reasons;
- transferring Tickets to members of opposing teams;
- using Tickets for the purpose of advertising, marketing, as a bonus, promotional offer, prize or as part of an unauthorised hospitality or travel package without the express prior written consent of the Club.

On transfer of any Tickets the original Ticket holder is responsible for ensuring that the person to whom he transfers the Ticket(s) agrees to be bound by the GTTCs such that the Club can enforce such conditions directly against the new Ticket holder.

If a Ticket transfer is made then the customer is responsible for providing the name, address and date of birth of the new Ticket holder at the request of the Club.

If a Ticket is used for one of the purposes prohibited above or the Ticket holder is otherwise in breach of these conditions then the Ticket becomes invalid. In this event the Club is entitled to block the Ticket – including electronically – and to deny the Ticket holder entry to or to expel him from the stadium without compensation.

In addition, transfer in any way of complimentary or VIP Tickets given with a personal invitation from the Club is prohibited. It is possible to return these Tickets to the Club.

Additionally, for each violation of the above prohibitions the Club can demand payment of a contractual penalty of up to EUR 2.500. This is without prejudice to any other claims for damages. In addition, the Club reserves the right to bar any person who violates these prohibitions from buying Tickets in the future, issue them with a stadium ban, report the incident in an appropriate manner, including publication of their name, and/or initiate further civil or criminal proceedings.

8. Rights to One's Own Image

Each Ticket holder irrevocably consents to all present and future use of their image and voice free of charge for photography, live broadcasts, programmes and/or recordings of image and/or audio which are used or produced by the Club or by its delegates in relation to the event.

9. Stadium Rules

Admission to the stadium is only possible with a valid Ticket. Each Ticket entitles one person only to admission. This also applies if the Ticket holder is accompanied by a child. Children of all ages require their own Ticket. Children up to and including six years of age gain free admission to the stadium (without any right to their own seat), but still require their own admission Ticket (available at the box office on game day). Children and youths up to and including twelve years of age must be accompanied by a parent or legal guardian. On request, holders of concessionary Tickets must present ID showing their eligibility or some other kind of proof. In the event that such ID or such proof is no longer valid the Club is entitled to charge an additional amount. If no ID is presented Club security is entitled to eject the person concerned from the stadium immediately.

The Club may enforce the stadium rules at all times. In particular the Club is entitled to eject people from the stadium or to hand them over to the police located at the stadium. On leaving the event the Ticket becomes invalid.

The customer submits to the stadium rules for the duration of his attendance at the event, which rules can be found, amongst others, on the internet and in the fan shop. In the interest of safety and the orderly and smooth running of the event the Ticket holder is obliged to follow the instructions of the police, the Club, the security service and stadium management. Every Ticket holder is obliged to cooperate with the police, the Club, the security service and stadium management for the purposes of verifying his identity and to acquiesce in the confiscation of any forbidden items found in their possession.

The following is forbidden: pyrotechnics, in particular fireworks smoke bombs, weapons of all kinds and similarly dangerous objects, glass containers, cans, spirits and alcoholic drinks, illegal drugs or other objects which could be detrimental to the enjoyment of the game or the comfort or safety of other spectators, players or officials as well as items which, under such circumstances, can be used for concealing a person's identity. The same applies for advertising, commercial, political or religious objects of all kinds, including banners, placards, symbols or fliers. The above items may not be brought into the stadium and the organiser is entitled to temporarily confiscate them. Expressing or distributing racist, xenophobic, or radical right-wing slogans is forbidden.

Going onto the pitch and climbing onto or over the barriers is prohibited. Individuals/persons who are under the influence of alcohol or drugs, who behave violently or disturb the public order, or who give rise to concerns over such behaviour, may be ejected from the stadium.

Unless they have the prior consent of the Club, Ticket holders are not permitted to record audio, pictures, descriptions or results of an event (other than for personal use) or to broadcast or disseminate these in whole or in part over the internet or other media (including mobile radio) or to assist others in activities of this sort. Devices or equipment that can be used for such activities may not be brought into the stadium without the prior consent of the Club. Photos and images taken by Ticket holders at games are allowed solely for personal use. Any commercial use, in whatever way or whomever by, requires the prior written consent of the Club.

The unauthorised sale of food, drink, souvenirs, clothing, promotional items or fan merchandise is prohibited.

For each violation of the above prohibitions the Club can demand payment of a contractual penalty of up to EUR 2.500 by the customer. This is without prejudice to any other claims for damages. In addition, the Club reserves the right to bar any person who violates these prohibitions from buying Tickets in the future, issue them with a stadium ban, and/or initiate further civil or criminal proceedings.

10. Contact

For general information or enquires about Ticket sales the following contact options can be used:

1. FSV Mainz 05, Isaac-Fulda-Allee 5, 55124 Mainz, Tel.: 06131-375500, Email: Ticketing@mainz05.de.

11. Exclusion of Liability

Attendance at the stadium is at one's own risk. The Club is liable, for whatever legal reason, only for damages which are caused by the intent or gross negligence of the Club, its business representatives or its agents. Except in cases of wilful conduct the Club's liability is limited to payment of the usual, foreseeable contractual damages.

12. Data Handling/Data Protection

All personal data disclosed by the customer is processed and handled by the Club in accordance with applicable data protection laws. The data, in particular name, address, telephone number, email address, bank details, etc are sourced, processed and utilised by the Club in an automated procedure to the extent required for the substantiation, arrangement or amendment of the contractual relationship. The Club is entitled to share the data with a third party commissioned to carry out the contract to the extent that it is necessary to fulfil the agreed contract.

13. Place of Performance/Jurisdiction

The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts (CISG).

For delivery, service and payment the exclusive place of performance is the Club's place of business. If the contracting party is a merchant as defined in the German Commercial Code (*Handelsgesetzbuch*, HGB), a legal entity or a special fund under public law, or if it has no domestic place of general jurisdiction, or its domicile or usual place of residence is not known on commencement of proceedings, the exclusive court of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the Club's place of business. Likewise, for all cross-border contracts the agreed exclusive jurisdiction for all contractual disputes is the Club's place of business.

14. Severability

If certain provisions of the GTTCs are invalid, impracticable or unenforceable, either in whole or in part, this does not affect or prejudice the validity of the contract and the remaining conditions.