

Arena Regulations

for the SAP Garden

The Arena Regulations pursue the goal of maintaining safety and order in the SAP Garden (hereinafter referred to as the "**Arena**"), preventing hazards to persons and property, ensuring the trouble-free running of events and protecting the facilities of the SAP Garden from damage and contamination.

By entering the territorial area of application of the Arena Regulations, the users / visitors acknowledge the validity of these Arena Regulations. Contractual partners must inform their employees as well as other persons, who they provide access to, of these Arena regulations.

1. Scope

- 1.1 Unless expressly stated otherwise, these Arena Regulations in their current version apply to the entire Arena. Access routes in the outdoor area of the SAP Garden as well as outdoor, open and parking areas (together with the Arena referred to as the "Grounds") are not part of the event venue, but part of the Olympic Park Munich. Nevertheless, the rules of conduct set out in these Arena Regulations must also be observed there and non-observance can lead to a ban on access to the Arena. The Arena Regulations apply on all event days as well as on all other days for all users and their employees as well as the other users / visitors of the Arena.
- 1.2 These Arena Regulations apply also to the offices and ancillary rooms as well as the hospitality areas.
- 1.3 The Arena Regulations also apply to hybrid and digital event formats to the extent relevant.
- 1.4 The operating and opening hours of the Arena are determined by the RBSM and announced at the Arena or on the website.

2. Domiciliary rights, recordings of / by visitors

- 2.1 Red Bull Stadion München GmbH (hereinafter referred to as "**RBSM**") exercises domiciliary rights in the Arena. During the events, the domiciliary rights are exercised by RBSM, the organizer and the commissioned security services. Their instructions for the enforcement of the domiciliary right must be followed.
- 2.2 Violations of the provisions of the Arena Regulations can lead to immediate expulsion from the facility, in serious cases to a temporary or permanent ban on entering the Arena or entering the Grounds up to criminal consequences.
- 2.3 For safety reasons and other legitimate interests comprehensive video surveillance is carried out in the Arena. More information can be found in the current data privacy information.
- 2.4 The users/visitors of the Arena irrevocably agree that RBSM is entitled, without payment of remuneration, to create image and sound recordings of the users/visitors or to have them made by third parties, and to use, reproduce, broadcast, use in any audiovisual media or have this carried out by third parties. § 23 paragraph 2 of the Art Copyright Act (KunstUrhG) remains

unaffected by this. If recordings are made in hybrid or digital event formats, visitors/users are only entitled to participate in the event if they have consented to the recording vis-à-vis the organizer.

2.5 Secret recordings of events are prohibited in all event formats.

3. Access to the event or stay in the event venue

3.1 Access to and stay in the Arena at events is only granted upon presentation of a valid admission ticket or accreditation valid for the day of the event and the respective event as such. Every user/visitor must carry his/her admission ticket with him during his stay in the Arena and show it at the request of the RBSM, the organizer or the security service and, if necessary, hand it over for inspection. The accreditations must be worn in a clearly visible manner at all times. Users/visitors who are found in the event venue without a valid admission ticket or accreditation can be expelled from the venue immediately without further justification. Further information on the validity of tickets is regulated by the general terms and conditions of the organizer or the advance booking offices.

3.2 The admission ticket loses its validity when leaving the venue, unless the user/visitor has been issued with a corresponding "re-entry card" or comparable for re-entry into the event venue, which entitles the user to re-enter in conjunction with the original admission ticket, or the user/visitor is in the demarcated smoking area.

3.3 Children generally need an admission ticket. Children and adolescents under the age of 14 are only allowed access to the event venue if accompanied by a parent or guardian (in accordance with the Youth Protection Act - *Jugendschutzgesetz*). Other regulations to the contrary may result from the notice of conditions issued by the district administration department ("*Kreisverwaltungsreferat*") for the respective event or can be found in the general terms and conditions of the respective organisers; these then have precedence. Furthermore, mandatory requirements for the protection of minors must be observed in any case.

3.4 In addition to events, access to the Arena or stay in the venue is permitted until further notice during opening hours in the publicly accessible areas, as well as for visitors as part of the public ice skating and for club members as part of their training activities.

3.5 By entering the area of application, every visitor/user agrees to any person, vehicle, container and bag checks. Persons who refuse to be checked by persons, vehicles, containers or bags may be refused access to the Arena.

3.6 The security service may search persons – also through the use of technical aids – to determine whether they pose a security risk due to alcohol or drug consumption or because they are carrying prohibited items in accordance with Section 6. The security service is also entitled to demand the presentation of identification documents if there are indications that prohibited items within the meaning of Section 6 are being carried or that a local or nationwide stadium / house ban has been imposed on the person concerned.

3.7 Users/visitors will be denied access to the venue or will be expelled from the venue without a refund of the ticket value if they

- a) refuse to consent to control measures,
- b) do not follow the orders of the security service to enforce the domiciliary rights,
- c) are visibly under the influence of alcohol or drugs,
- d) are recognizably prone to violence or are prepared to incite acts of violence,
- e) have a recognizable intention to disrupt the event or the operation of the Arena,
- f) carry prohibited items within the meaning of Section 6,
- g) in which there is a suspicion of contagious diseases within the meaning of Federal Epidemics Act ("*Bundesseuchengesetz*"), the Infection Protection Act ("*Infektionsschutzgesetz*") or similar diseases that endanger safety,
- h) where there is a local or nation-wide stadium/house ban,
- i) where official requirements or other security reasons prevent access or remaining.

4. Behaviour

- 4.1 Each user/visitor must behave in such a way that no other person is harmed, endangered or hindered or harassed more than is unavoidable under the circumstances. Everyone must follow the instructions of the security forces, in particular the police, the fire brigade, and the event manager. Announcements must always be observed, and instructions must be followed.
- 4.2 In the event of eviction or evacuation, each user/visitor is obliged to immediately comply with the instructions of the staff and the authorities. In this case, the users/visitors are also required to assist other guests in need of assistance. In the event of an eviction/evacuation, items that have been handed in, especially at the cloakrooms, can usually not be collected; this can only be done after the eviction alarm has been lifted.
- 4.3 Users/visitors must take the seats assigned to them; for security reasons, users/visitors are obliged, on the instructions of the security service or the security authorities, to take seats other than those printed on their admission ticket, if necessary, also in other blocks and areas.
- 4.4 For safety reasons (keeping rescue and escape routes clear), wheelchairs and medically necessary assisting devices (crutches, wheeled walkers, etc.) are only permitted in the area of the designated special seats. Visitors in wheelchairs or with wheeled walkers are only allowed to use spaces designated for wheelchairs in the Arena. Other places are not available for safety reasons. For safety reasons, the security service is entitled to assign an appropriate seat to the visitor carrying crutches that may deviate from the booked seat without any compensation.
- 4.5 All technical equipment such as fire alarms, hydrants, electrical distribution and control panels, telephone distributors, heating and ventilation systems must remain freely accessible and unobstructed. All entrances and exits, escape and rescue routes as well as emergency exits must be kept free without restriction, i.e., sitting and standing is not permitted there.

- 4.6 Items found in the Arena must be turned in to the service center, the welcome desk or the security service of the Arena.
- 4.7 If personal injury or property damage occurs, this must be reported to the RBSM or the security service immediately.

5. Prohibited Behaviors

5.1 In particular, the following is prohibited:

- a) disrupt the events or the operation of the Arena;
- b) political propaganda and actions,
- c) to utter racist, xenophobic, homophobic, anti-constitutional, violence-glorifying, right-wing or left-wing extremist slogans, or to use or disseminate such emblems, or to express a right-wing extremist attitude through gestures;
- d) to defame others through statements or actions because of their skin color, religion, origin, gender, sexual orientation, etc.;
- e) to climb over or above buildings and facilities not intended for general use, in particular facades, fences, walls, enclosures, barriers, lighting systems, camera platforms, masts of all kinds and roofs;
- f) to use escape stairs or doors which are not approved for general use – except in the event of an eviction;
- g) to enter areas (e.g. event areas, training rooms, function rooms, VIP and media areas, etc.) that are not permitted to the general public or to which the respective access authorisation does not extend;
- h) light fires, burn or shoot fireworks, flares, smoke powder, smoke bombs, bengal fires, rockets, sparklers or other pyrotechnic objects;
- i) smoking in the Arena (including the use of e-cigarettes);
- j) to distribute advertising material, printed materials, leaflets and to carry out collections;
- k) to label, paint or stick on the Grounds and facilities of the Arena, including the outdoor areas, or to place other items in the facility;
- l) to relieve oneself outside the toilets;
- m) to pollute the installations, in particular to throw waste, ashes, harmful liquids and the like into toilets or sinks;
- n) to stand on the seats in the spectator areas;
- o) operate drones and other motorized aircraft without the written consent of RBSM;

- p) to appear in a manner that is suitable and, according to the circumstances, aimed at preventing identification (prohibition of masking);
 - q) collecting, transmitting and/or disseminating information or data on the course of a sporting event, the conduct or other factors of a sporting competition, as well as any type of recording of audio, video or audiovisual material for the purpose of betting, gambling or commercial activities that have not been authorized in advance, or for any other purpose that violates these regulations.
- 5.2 Bringing and using audio and video recording devices as well as photo and film cameras is generally not permitted, unless the respective devices are obviously intended for private purposes in terms of equipment and size. Accordingly, it is also not permitted to record, transmit or otherwise disseminate audio or image recordings of the events, descriptions or event results in whole or in detail via the Internet or other media, or to make them accessible to other persons or to disseminate them commercially.
- 5.3 The right to sell merchandise, food and beverages and goods of any kind in the Arena, to distribute them free of charge or to transfer this right to third parties is the exclusive responsibility of RBSM. Moreover, the purchase of tickets for resale and the sale of tickets are prohibited. Such tickets will be blocked if they become known. Return, refund and warranty claims are excluded.

6. Prohibited Items

- 6.1 All users/visitors entering the Arena are generally prohibited from carrying the following items, among others:
- a) weapons of any kind and objects that can be used as weapons or projectiles;
 - b) gas spray cylinders, corrosive or colouring substances or pressure vessels for highly flammable or harmful gases, with the exception of commercially available pocket lighters;
 - c) glass containers and bottles, cans, plastic canisters, plastic bottles over 0.5 litres, hard packaging or other items made of glass or any other fragile, splintering or particularly hard material;
 - d) pyrotechnic material such as fireworks, Bengal fires, smoke bombs, smoke powder, flares, sparklers, etc.;
 - e) flammable objects, poles, sticks (except for people with walking disabilities on presentation of a disability card), etc.;
 - f) Mechanically operated noise instruments, e.g. megaphone;
 - g) Laser pointer;
 - h) Bulky items such as ladders, stools, (folding) chairs, boxes, suitcases, large bags (larger than 21x30 cm, which corresponds to DIN A4) or backpacks, strollers;

- i) any banners or flags without fire protection certificate ("*Brandschutznachweis*") as well as large quantities of paper, rolls of wallpaper, large quantities of confetti, etc.;
- j) Writings, posters, emblems and other objects (including clothing) that serve to express opinions (in particular if violations of point 5.1, lit. b, c or d, are thereby realized);
- k) objects or utensils that are suitable for labeling, painting, sticking or setting up in the Annex in accordance with point 5.1, lit. k;
- l) drugs within the meaning of the Narcotics Act ("*Beträubungsmittelgesetz*"); the consumption of drugs is also prohibited. It is expressly pointed out that the carrying and consumption of cannabis is prohibited in the Arena and within a radius of 100 meters of the Arena;
- m) any food or beverages (alcoholic or non-alcoholic); Exceptions apply to guests who have to carry food and drinks due to illness upon presentation of a medical certificate or appropriate ID. Food for babies and toddlers is also exempt from a ban;
- n) Animals of any kind; guide dogs and assistance dogs can be exempted in alignment with the RBSM or organizers;
- o) Tablets or laptops.

6.2 Any exception may only be made upon consent of RBSM and in agreement with the security authorities and the organizer. This shall in particular apply flags, banners or large quantities of paper with them which certain users/visitors may be approved to carry with them.

6.3 The use of any facilities provided by RBSM for the delivery and deposit of prohibited items (e.g. cupboards, shelves) is at the visitors' own risk. RBSM does not assume any custody obligations and is not liable for any damage or loss.

7. Changing and storage facilities

7.1 These provisions apply if and to the extent that changing and storage facilities are made available to the respective visitor/user by RBSM according to their purpose. In this case, the existing wardrobes are used to store clothes. If the existing storage facilities can be locked, the visitor is responsible for locking the changing facilities and for the proper storage of the key.

7.2 If the keys are lost, the stored items will only be handed over by the security staff after a thorough inspection (e.g. bag contents) and against compensation for the value of the lost key.

7.3 The lockers must be emptied when leaving the Arena. Unemptied lockers will be cleared by the staff. The items are treated as found objects. Upon collection, the cost of replacing the cabinet lock must be paid

8. Liability

- 8.1 The liability of RBSM and its vicarious agents is limited to intent and gross negligence, with the exception of injuries to life, limb and health and the cases prescribed by law. In the event of a breach of a material contractual obligation, liability is limited to compensation for foreseeable damage typical of the contract.
- 8.2 RBSM is not liable for the loss of items, unless this is due to at least gross negligence on the part of its personnel. RBSM is not liable for damages caused by visitors, users and their agents as well as other third parties.
- 8.3 At events, there is a risk of possible hearing and health damage due to increased volume. RBSM is only liable for hearing and health damage if it and its vicarious agents can be accused of intent or gross negligence. Hearing protection can be requested from the security service.
- 8.4 Visitors are liable according to the legal provisions.

9. Infringements

- 9.1 Persons who violate the provisions of the Arena Regulations can be denied access to the Arena without compensation and/or expelled from the Arena, without prejudice to other rights of RBSM. The same applies to people who are under the influence of alcohol and drugs.
- 9.2 To persons whose behavior inside or outside the Arena impair or endanger the safety and order of the event or the operation of the Arena may be issued a stadium ban from the Arena without compensation and without prejudice to other rights of RBSM.
- 9.3 In the event of culpable violation of points 5.1 and 6.1 of the Arena Regulations, the visitor is obliged to pay RBSM a contractual penalty at the equitable discretion of RBSM. It is determined in accordance with the principles of proportionality. In this case, the visitor is entitled to have the amount of the contractual penalty examined by the court with territorial and factual jurisdiction. In the event of a culpable infringement, the visitor is obliged in particular to pay a contractual penalty to RBSM in the following amount: 50 euros in the event of a violation of point 5.1 lit. j or point 5.3; up to 500 euros in the event of a violation of point 5.1 lit. c, e, g, h, k, p or point 5.2.
- 9.4 Any further claims, such as damages or injunctive relief, shall remain unaffected.

10. Final provisions

- 10.1 The Arena Regulations can be changed by RBSM at any time and without giving reasons. With the issuance of an amended Arena Regulations, the older version automatically loses its validity. In addition, RBSM may grant exceptions to the prohibitions and regulations set forth herein at any time upon request of the respective visitor/user.
- 10.2 The Arena Regulations are posted at the entrances to the venues respectively at the welcome desk and are available on the RBSM website.