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**A) General Terms and Conditions (GTC)**

These general terms and conditions (GTCs) apply for the order, purchase and use of entrance tickets for events of the ALRV and for the ticket holder's stay at the show ground in the Albert-Servais-Allee 50, 52070 Aachen, Germany. The show ground regulations form part of these general terms and conditions. They are attached to this agreement as an appendix and can also be called up on the web under [www.chioaachen.com](http://www.chioaachen.com). On purchasing or using the entrance tickets, the respective purchaser or holder of the entrance ticket accepts the validity of these general terms and conditions. Regardless as to whether the purchaser/holder of the entrance ticket is in possession of an original paper ticket or a print@home ticket or a mobile ticket.

**§ 1 - Admission to the show ground**

Admission to the show ground is only granted on presentation of a valid entrance ticket.

**§ 2 - Ticket orders**

All ticket orders will be dealt with in chronological order. The organiser's offers are without obligation and subject to confirmation.

**§ 3 - Dispatch and collection of tickets**

On the purchaser's request the entrance tickets will be dispatched at the purchaser's own cost. A processing fee that is determined by contract in individual cases is incurred for the dispatch. For short notice orders, it is possible to collect the tickets at the organiser's ticket-office.

**§ 4 - Resale**

It is prohibited to purchase entrance tickets for industrial or commercial resale. Private resale is only allowed via the ticket exchange website as provided by the ALRV, if any. In no instance may entrance tickets be sold to third parties for more than the purchase price, unless the organiser has given his express written permission for such a further resale.

**§ 5 - Refunds for entrance tickets**

Entrance tickets will not be refunded.

**§ 6 - Loss of entrance tickets**

Lost entrance tickets will not be replaced, regardless of the reason for the loss. This also applies for print@home tickets and mobile tickets.

**§ 7 - Postponement/cancellation of the event**

The organiser is entitled to cancel, postpone or if necessary abandon the respective event in the case of unforeseeable circumstances that make the holding of the event impossible. Should the event be postponed the entrance tickets retain their validity. If the event should be abandoned, the entrance fee will not be refunded, unless the organiser is liable for the event being abandoned. If the event is cancelled, the holder of the entrance ticket will be refunded the price of the ticket. The same applies if the ticket holder is not able to visit a postponed event.

**§ 8 - Claims regarding entrance tickets**

All queries regarding entrance tickets, regardless of whether they are paper tickets, print@home tickets or mobile tickets, are to be resolved with the organiser exclusively. Claims regarding entrance tickets that are visibly faulty must be lodged in due time before the start of the event. The fault must be stated and the entrance ticket returned. Otherwise all demands for a refund or entrance ticket for the respective event become invalid once the event has started.

**§ 9 - Animals are not permitted**

Animals are not permitted on the show grounds, with the exception of seeing-eye dogs.

**§ 10 - Instructions of the order-enforcing staff**

The ticket holder is obliged to follow the instructions of the order-enforcing staff, the security personnel, the police and any other personnel at the show ground.

**§ 11 - Recordings of the event**

It is not permissible to produce, copy, broadcast or otherwise use or distribute any audio, photo, film or video recordings or other descriptions of the event for commercial use without the permission of the organiser. The same applies for assisting any other person in conducting such activities.

**§ 12 - Recordings of the ticket holder**

The entrance ticket holder irrevocably consents to entitling the organiser in the course of the event to take or have photos and recordings of the ticket holder and their children/wards taken without remuneration and to copy, send out or distribute these in any other way, incl. commercial purposes. The same applies for the gratuitous use of his/her voice for recordings of audio or live broadcasts, etc. The provisions of § 23.2 of the Artistic Copyright Act remain intact.

**§ 13 - Personal data**

Personal data will only be demanded, processed, and otherwise utilised, as far as these are necessary for the conclusion of the contract, according to the privacy policy of the ALRV. This includes mailings with information regarding the relevant event.

## **§ 14 – Liability**

- (1) Entrance to the show ground is at one's own risk.
- (2) The organiser is not liable for any damages, as far as the organiser his authorised agents or representatives can only be charged with simple negligence, unless the breach consists of a fundamental breach of contract on behalf of the organiser (cardinal obligation). In the latter case, the organiser is liable for any foreseeable and typically ensuing damage. The organiser is fully liable for damages in the event of loss of life, personal injury or injury to health caused purposefully or negligently.
- (3) Accidents or damage must be reported to the ALRV immediately.

## **§ 15 - German version**

If these GTCs are available in several languages, the German version prevails. These GTCs are governed by German law. In case the contractual party is a merchant within the meaning of the HGB (German Commercial Code), a legal entity governed by public law or has no common place of jurisdiction in Germany, the exclusive place of jurisdiction for any and all disputes in connection with the contract shall be Aachen, Germany.

## **§ 16 - Validity of the clauses**

Should individual clauses of these GTCs be or become invalid, in whole or in part, the validity of the remaining clauses or remaining parts of such clauses is not affected thereby. The parties should replace any such invalid provision with a valid provision that comes closest to the economic intent and purpose of such invalid provision.

## **B) No cancellation or return rights**

**For services in connection with recreation, especially for the sale of tickets for sport events, the cancellation right is not valid, not even for so called distance contracts. Ticket purchases are therefore binding, tickets cannot be returned.**

## **C) Show Ground Regulations**

The show ground regulations serve the regular use, the general order and the traffic safety in the range of the entire show grounds of the Aachen-Laurensberger Rennverein e.V. (ALRV).

### **§ 1 Scope**

- (1) The show ground regulations apply to all persons accessing the show grounds as defined below. These persons include for example – but not exclusively – owners of valid entry tickets / show passes: spectators/visitors, guests/honorary guests, staff/employees/volunteers, competitors and their entourage, service companies/suppliers, etc.
- (2) The show ground regulations apply to the complete show grounds, including the adjacent cross-country course, including all constructions and equipment, including all entrances and exits, as well as the surrounding parking areas of the ALRV, which are made available to the visitors of the event, (herein after called „show grounds“).
- (3) The show ground regulations apply for all events of the ALRV which are held at the show grounds.
- (4) The show grounds serve primarily for staging equestrian events.

### **§ 2 Sojourn**

- (1) Only persons, who have a valid entry ticket or carry another authorised identification or a show pass for the event received in another authorised way, are allowed to stay on the show grounds.
- (2) Entry tickets and authorised passes / show passes have to be shown when entering and on the show grounds when requested by the security and attendants service or by the police. By request a proof of identity should be provided in an appropriate manner.
- (3) The entry ticket loses its validity when leaving the show grounds. For a short leave of the show grounds the security/attendants at exits are to be addressed accordingly and their instructions to be followed in order to make a renewed entry possible.
- (4) Lost entry tickets cannot be replaced.
- (5) Driving and parking on the show grounds is only allowed with a special authorised pass. On the whole show grounds the directions of the road traffic regulations (StVO) apply.
- (6) Upon entering the show grounds all persons irrevocably consent to entitling the organiser to take or have their photos and/or audio visual recordings taken in the course of the event without remuneration and to copy, send out or distribute these in any other way. The same applies for the gratuitous use of his/her voice for recordings of audio or live broadcasts, etc.

### **§ 3 Security Controls**

- (1) The security and attendants service, deployed by the ALRV, is authorised to inspect persons if they form a safety hazard, because of alcohol or drug use or because of having a weapon or dangerous or inflammable subjects. If necessary the security and attendants service is authorised to search a person's clothing and taken repositories, with their consent. Technical means and equipment can be used for this matter as well.
- (2) Persons who cannot show their authorised pass and persons who form a danger for security reasons or who refuse to give their consent for a search, can be refused to enter or can be removed from the show grounds. Restitution of the money paid for the entry is not possible.

### **§ 4 Video Surveillance**

The organiser carries out video surveillance of its grounds for security reasons and to avert danger. The responsible party in terms of the GDPR (General Data Protection Regulation) is the Aachen-Laurensberger Rennverein e.V. (ALRV), Albert-Servais-Allee 50, 52070 Aachen, Germany.

### **§ 5 Behaviour on the show grounds**

- (1) On the show grounds all persons must behave in such a way that nothing or no one else gets damaged, endangered or, as far as circumstances permit, obstructed or harassed.

- (2) All persons must obey the instructions of the fire brigade, the security, the attendants and Emergency Medical Service, the police as well as the event speaker.
- (3) Owners of entry tickets must take the seat in the particular Stadium area which is mentioned on the entry ticket. The regulations mentioned on the entry tickets or show passes have to be respected. On the show grounds the provided lanes have to be used.
- (4) All entrances and exits as well as emergency and escape routes are to be kept free at all times.
- (5) All persons are summoned not to carelessly throw away litter, packing materials and empty repositories, but to deposit all in the bins which are placed on the show grounds and in the Stadiums.
- (6) Objects found have to be handed in at the attendant service office. At the end of the event, the organisation remits all objects found, which are not collected, to the lost properties office of the City of Aachen.
- (7) Missing persons can be reported at the office of the operation controllers of the police or the attendant service.
- (8) Audio, photo and video recording is allowed only for private use and may not be publicised for commercial use. The use of flashlight is prohibited in the stadiums/arenas.

## **§ 6 Prohibitions**

- (1) It is forbidden for all persons on the show grounds to bring the following:
  - (a) racist, xenophobic, national socialistic, extreme right wing and other political propaganda materials;
  - (b) any kind of weapon;
  - (c) Objects and properties, which can be used as a weapon, batons, thrustings and projectiles;
  - (d) Gas spray containers, acidly, flammable and colouring substances or tanks with substances which can affect the health or are combustible – exception: standard pocket lighters;
  - (e) Fireworks, star shells, smoke powder, smoke bombs and other pyrotechnical objects of any kind including according firing devices;
  - (f) Flag and banner poles, longer than one meter or with a diameter of over 3 centimetres, as well as so called double holders; flags and banners which are allowed should be made of material which come under the concept of ‚flame resistant‘;
  - (g) Mechanical operated noise instruments like megaphones, gas pressure clarions;
  - (h) Animals except guide dogs;
  - (i) Laser-Pointers;
  - (j) Drones, microcopters and any similar unmanned aerial vehicles.
- (2) It is also prohibited for all persons on the show grounds:
  - (a) to enter the stadium’s infield and other sports facilities without relevant authorisation / show pass;
  - (b) to climb or cross buildings and facilities which are not meant for public use, especially facades, fences, walls, barriers, lighting installations like camera platforms, trees, any kind of masts and roofs;
  - (c) to enter areas which are not meant for general use (like stables and official areas, VIP and media areas) without a relevant authorisation / show pass;
  - (d) to throw objects of any kind or to spill any kind of liquids;
  - (e) to make fire; to burn or launch fireworks, star shells, smoke powder, smoke bombs or other pyrotechnical objects;
  - (f) to sell merchandise or entry tickets without the permission of the ALRV, to distribute printed material or to implement collections;
  - (g) to write, paint or bonding on buildings, facilities or roads;
  - (h) to express or propagate political propaganda and acts, racist, xenophobic and extreme right wing paroles and emblems;
  - (i) demonstrations, propaganda and acts against equestrian sport;
  - (j) to defecate outside the toilets or to debase the show grounds by throwing things – litter, packaging, empty repositories, etc.;
  - (k) to restrict or affect traffic areas, walk and traffic roads, entrances and exits to the visitors areas and emergency roads;
  - (l) to stand on the seats of the grand stands;
  - (m) to bring alcoholic drinks to the show grounds;
  - (n) to take (drinking) glasses/bottles to the grand stands;
  - (o) to operate drones, microcopters and any similar unmanned aerial vehicles.
- (3) Suitcases and larger pieces of luggage are only allowed on to the show grounds if it has been authorised in advance.
- (4) Taken along objects which are prohibited are seized and – as far as they are not needed for criminal preliminary proceedings – returned when the conditions of a seizure ceased to exist.

## **§ 7 Liability**

- (1) Entrance to the show ground is at one's own risk.
- (2) The organiser is not liable for any damages, as far as the organiser his authorised agents or representatives can only be charged with simple negligence, unless the breach consists of a fundamental breach of contract on behalf of the organiser (cardinal obligation). In the latter case, the organiser is liable for any foreseeable and typically ensuing damage. The organiser is fully liable for damages in the event of loss of life, personal injury or injury to health caused purposefully or negligently.
- (3) Accidents or damage must be reported to the ALRV immediately.

## **§ 8 Violations**

Persons, who act against the show ground regulations can be removed from the show grounds without reimbursement and receive a show ground prohibition based on the administrated domestic authority of the ALRV. If this offence is based on a suspicion of a criminal act or another misdemeanour, a complaint of offence will follow.

## **§ 9 Holders of other access authorisations**

All rules and regulations applicable to ticket holders according to the GTC and the show ground regulations also apply to holders of any other form of access authorisation valid for access to the show grounds (e.g. show passes, accreditations, bracelets, invitations, guest passes, etc.).

## § 10 Children/Minors/Wards

Parents/Adults are liable for their children/minors/wards.

### D) Data Privacy Policy

The organiser takes the protection of your personal data very seriously. We process your personal data exclusively within the legal framework of the laws and regulations applicable in the Federal Republic of Germany. Hereinafter, we explain the type, extent and purpose of processing thereof. We protect our website and other systems against the access of unauthorised persons using suitable technical and organisational measures. You have the right, at all times, to receive information on your stored personal data, its origin and recipients and the purpose of the data processing as well as the right to confirm, correct, block, delete, limit the processing and the transmission of this data. We will only store your personal data as long as this is necessary for the intended purpose of the data collected or as required by law. You can revoke your consent, in writing, at any time. Legally responsible in terms of the GDPR (General Data Protection Regulation) is the Aachen-Laurensberger Rennverein e.V. (ALRV), Albert-Servais-Allee 50, 52070 Aachen, Germany (The Organiser). You can contact the Data Protection Supervisor of the Aachen-Laurensberger Rennverein e.V. (ALRV), Mr. David Reimes, by phone +49 (0) 241-99034276 or by email [datenschutz@edv-reimes.de](mailto:datenschutz@edv-reimes.de), at any time regarding this issue and any possible further queries on the topic of the protection of personal data. Furthermore, you also have the possibility of contacting a Supervisory Authority acc. to Art. 77 GDPR.

**Changes to this data privacy policy** – Due to legal and/or organisational reasons, amendments or adjustments to our data privacy policy may become necessary from time to time. In this connection, please make sure you refer to the current version of our data privacy policy.

**Ticket Shop** – Tickets can be purchased without providing any personal data whatsoever at our head office or at ticket sales offices authorised by us. The Aachen-Laurensberger Rennverein e.V. (ALRV), Albert-Servais-Allee 50, 52070 Aachen, Germany is the provider of the ticket shop. The web-based online platform for the sale of tickets is provided by SAP Deutschland SE & Co. KG. Their data privacy policy can be viewed here: <https://www.sap.com/germany/about/legal/privacy.html>. Personal data (acc. to Art. 6 Abs. 1 a,b,c GDPR) is only collected, if you voluntarily provide us with such, for example for the purpose of processing your orders, when registering for personalised services or for obtaining information und newsletters by mail, fax, email or other channels. Such personal data will be stored until revoked or for as long as is required by law. The processing of your stored personal data takes place in states of the European Economic Area (EEA) or otherwise in countries providing data protection which is not comparable to the data protection within the EEA. Such a transmission is then governed by the standard contractual clauses according to the resolution of the EU-Commission 2010/87/EU or its successor, in order to warrant the protection of your personal data equivalent to the EEA level of protection by contractual means. An edited version of these standard contractual clauses (without commercial content and information, which is not relevant) can be requested from [datenschutz@edv-reimes.de](mailto:datenschutz@edv-reimes.de). If we pass on personal data, we do so exclusively to service providers and partner companies that support us with processing orders and supplying customers with information. These companies are only allowed to use your personal data for the fulfilment of the tasks assigned by us and they are obliged to observe the data protection regulations applicable in the Federal Republic of Germany. From time to time we may be forced to disclose your data due to legal regulations or legal procedures. Otherwise personal data is not passed on to third parties. For handling your ticket order with certain forms of payment (e.g. MasterCard, Visa Card, ec-Card) we use the services of the following providers: BS Payone GmbH, which is located in 60528 Frankfurt/Main, Lyoner Straße 9, Germany (their data privacy policy can be viewed here: <https://www.bspayone.com/de/privacy>) and Computop Wirtschaftsinformatik GmbH, which is located in 96050 Bamberg, Schwarzenbergstr. 4, Germany (<https://www.computop.com/de/datenschutz/>), the SOFORT GmbH, located in 80339 München, Germany, Theresienhöhe 12, which is part of the Klarna Group, Klarna Bank AB (publ), Sveavägen 46, 11134 Stockholm, Sweden (<https://www.klarna.com/sofort/datenschutz>) and American Express Services Europe Limited, located in 60486 Frankfurt am Main, Germany, Theodor-Heuss-Allee 112 (<https://www.americanexpress.com/de/legal/online-datenschutzerklarung.html>).

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**Newsletter data** - If you would like to subscribe to the newsletter offered on this website, we require an email address from you as well as information that allows us to check that you are the owner of the stated email address and that you consent to receiving the newsletter. No further data is collected. We solely use this data to dispatch the requested information and do not pass it on to third parties. You can withdraw the consent given to store data, including the email address and the usage thereof to send out the newsletter, for instance by clicking on the unsubscribe link in the newsletter.

**Data privacy policy for the use of Google Analytics** - This website uses functions of the web analysis service, Google Analytics. The provider is Google Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043, USA. Google Analytics uses so-called "cookies". These are text files that are stored on your computer and which enable an analysis of your usage of the website. The information on your utilisation of this website that is generated by the cookie is generally transferred on to a Google server in the USA and stored there. In the case of the activation of the IP anonymization on this website, your IP address will however be truncated beforehand within the member states of the European Union or in other states that are contract partners of the European Economic Area agreement. The full IP address will only be transmitted to a Google server in the USA in exceptional cases and then truncated there. Google uses this information on behalf of the operator of this website, in order to evaluate your usage of the website, to put together reports on the website activities and to provide the website operator with further services related to the website or Internet usage. The IP address transmitted by your browser in the scope of the Google Analytics is not merged together with other Google data. You can prevent the storage of the cookies by ensuring that the right setting is made in your browser software; however we would like to point out that in the latter case it is possible that not all functions of this website can be used to the full extent. Beyond this, you can also prevent the collection of the data generated by the cookie and the data related to your usage of the website (incl. the IP address) from being passed on to Google and also the processing of this data by Google, by downloading and installing the available browser plug-in under the following link: <http://tools.google.com/dlpage/gaoptout?hl=de>

**Data privacy policy for the use of Facebook plug-ins (Like button)** - Plug-ins of the social network Facebook, provider: Facebook Inc., 1 Hacker Way, Menlo Park, California 94025, USA are integrated into our website. The Facebook plug-ins on our website can be recognised by the Facebook logo or the "Like button". An overview of the Facebook plug-ins can be found here: <http://developers.facebook.com/docs/plugins/>. When you visit our website, a direct connection is established between your browser and the Facebook server. In this way, Facebook receives the information, that you have visited our site from your IP address. If you click on the Facebook "Like button" while you are logged in to your Facebook account, the contents of our site can be linked to your Facebook profile. This enables Facebook to assign your visit to our site to your user account. We point out that in our capacity as provider of the site we receive no knowledge about the contents of the transmitted data and its usage by Facebook. Further information on this subject can be found in the data privacy policy of Facebook at <http://de-de.facebook.com/policy.php>. If you do not want Facebook to be able to assign your visit to our site to your Facebook user account, please log out of your Facebook user account.

**Data privacy policy for the use of Twitter** - Functions of the Twitter service are integrated into our website. These functions are offered by Twitter Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103, USA. On using Twitter and the "Re-tweet" function the websites you visit are linked to your Twitter account and made known to other users. Hereby data is also transmitted to Twitter. We point out that in our capacity as provider of the site we receive no knowledge about the contents of the transmitted data and its usage by Twitter. Further information on this subject can be found in the data privacy policy of Twitter at <http://twitter.com/privacy>. You can change your data privacy settings on Twitter under the account settings at <http://twitter.com/account/settings>.

**Data privacy policy for the use of Instagram** - Functions of the Instagram service are integrated into our website. These functions are offered by Instagram Inc., 1601 Willow Road, Menlo Park, CA, 94025, USA. If you are logged in to your Instagram account you can link the contents of our website to your Instagram profile by clicking on the Instagram button. This enables Instagram to assign your visit to our site to your user account. We point out that in our capacity as provider of the site we receive no knowledge about the contents of the transmitted data and its usage by Instagram. Further information on this subject can be found in the data privacy policy of Instagram: <http://instagram.com/about/legal/privacy/>

**Data privacy policy for the use of YouTube** - Our website uses plug-ins of YouTube, which is operated by Google. The operator of the website is YouTube, LLC, 901 Cherry Ave., San Bruno, CA 94066, USA. If you visit one of our pages that is equipped with a YouTube plug-in, a connection to the servers of YouTube is established. The YouTube server is hereby notified as to which of our pages you have visited. If you are logged in to your YouTube account, you enable YouTube to assign your surfing behaviour directly to your personal profile. You can prevent this from happening by logging out of your YouTube account. Further information on the handling of user data can be found in the data privacy policy of YouTube at <https://www.google.de/intl/de/policies/privacy>

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Aachen, June 2019

Aachen-Laurensberger Rennverein e.V. (ALRV)