# Aachen-Laurensberger Rennverein e.V. (ALRV) Albert-Servais-Allee 50, 52070 Aachen / P.O. Box 50 01 01, 52085 Aachen, Germany Office – T: (49) 241-9171-0, F: (49) 241-9171-199, E: info@chioaachen.de, www.chioaachen.com Registered seat in: Aachen, Register of Associations Aachen under Register No. 1234

Changes to these GTC / Special-GTCT / CAMPUS GTC / Show Ground Regulations / Data Privacy Policy – For legal reasons and/or for organisational reasons it may from time to time become necessary to change or adapt our GTC / Special-GTCT / CAMPUIS GTC / Show Ground Regulations / Data Privacy Policy. Keeping this in mind please refer to the respective current version of our GTC / Special-GTCT / CAMPUS GTC / Show Ground Regulation / Data Privacy Policy.

## GTC / Special-GTCT / CAMPUS GTC / Show Ground Regulations / Data Privacy Policy

## CONTENT:

- A) General Terms and Conditions ("GTC")
- B) Special General Terms and Conditions on Tickets ("Special-GTCT")
- C) CHIO Aachen CAMPUS GTC ("CAMPUS GTC")
- D) Show Ground Regulations
- E) Data Privacy Policy

## A) General Terms and Conditions (GTC)

These general terms and conditions (GTCs) shall apply for the legal relationship established by the order, purchase and/or use of entrance tickets and/or accreditations (e.g., for service providers or guests etc. of the ALRV) for events of the ALRV ("Host") and for the entrance ticket holder's stay at the Show Ground in and around the Albert-Servais-Allee 50, 52070 Aachen ("the Show Ground"), Germany. The Show Ground Regulations form part of these GTC. They are attached to this agreement as an appendix and can also be called up on the web under www.chioaachen.com. On purchasing or using the entrance tickets and/or accreditations, the respective purchaser or holder of the entrance ticket ("Customer") accepts the validity of these general terms and conditions. Regardless as to whether the Customer is in possession of an original paper ticket or a print@home ticket or a mobile ticket.

## §1 - Admission to the Show Ground

(1) Admission to the Show Ground is only granted on presentation of a valid entrance ticket. The Host, as issuer of the entrance tickets, does not wish to grant access to the Show Ground to every holder of an entrance ticket but only to those who have purchased entrance tickets as customers from the Host or an authorised point of sale or within the scope of an admissible transfer of the respective entrance tickets in accordance with § 6, in the sense of a paper of identification in accordance with Sect. 808 BGB (German Civil Code). The Host shall fulfil its obligations with regard to the Customer's or the respective entrance ticket holder's right of attendance by granting one-time access to the event(s). Only one person per entrance ticket shall be entitled to attend the respective event. To prove his/her identity the customer or the respective ticket holder shall provide a valid identification card in each case and present such device upon request of the Host and/or the security personnel.

(2) Access to the Show Ground is subject to the respective latest Show Ground Regulations put up on the Show Ground and available at www.chioaachen.com. By entering the area of the Show Ground, every entrance ticket holder accepts the Show Ground Regulations as binding. The Show Ground Regulations shall apply regardless of the effectiveness of these GTC.

# § 2 - Ticket orders

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

## § 3 - Dispatch and collection of tickets

(1) On the Customer'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.

(2) In case of a short-term order, the entrance tickets may be reserved for pickup by the Customer at the Host. Collection of the entrance tickets shall only be possible by the customer or a third party, who has been authorized by the customer in writing, and upon presentation of an official identification card or other document suitable for official identification.

## §4 - Refunds for entrance tickets

Entrance tickets may only be refunded or exchanged on a goodwill basis on the part of the Host; the Customer shall not be granted any corresponding claims. If a Customer is unable to use his/her entrance ticket for personal reasons (e.g., illness), a transfer of the entrance ticket to a third party is admissible by way of exception within the framework of the regulation under § 6.

## § 5 - Inadmissible transfer of entrance tickets

Entrance tickets are sold exclusively for the private, non-commercial use by the Customer; any industrial or commercial resale of entrance tickets by the Customer is prohibited. The commercial and industrial ticket sale is exclusively reserved for the Host and authorized points of sale. The customer is in particular prohibited:

a) from publicly offering entrance tickets for sale and/or in particular selling at auctions or on the internet, (e.g., on eBay, eBay-

Kleinanzeigen, Facebook) and/or on sales platforms which have not been authorized by the Host (e.g., viagogo, seatwave, StubHub, etc.); b) from transferring entrance tickets at a price higher than the price paid; an additional charge of up to 10% for the compensation of transaction costs incurred shall be permitted;

c) from transferring entrance tickets regularly and/or in a greater quantity;

d) from selling or transferring tickets to commercial or industrial resellers and/or ticket merchants;

e) from commercially or industrially using entrance tickets or allowing their use without the prior express written consent of the Host, in particular for the purpose of advertising or marketing, as bonus, promotional gift, prize, or part of an unauthorized hospitality or travel package.

(2) For the transfer of reduced entrance tickets, the provisions in § 5 (1) shall apply with the additional stipulation that a transfer of entrance tickets shall only be valid if the new ticket holder also fulfils the reduction requirements of the entrance ticket concerned, unless the new ticket holder pays the difference between the reduced entrance ticket and a corresponding entrance ticket prior to entering the Show Ground at the respective ("Upgrade"). For the Upgrade, the Host may charge a processing fee.

# §6 – Admissible transfer

A private transfer of an entrance ticket for non-commercial reasons, in particular in individual cases due to illness or other reasons for absence of the Customer, shall be admissible if no case of inadmissible transfer pursuant to the regulation in § 5 (1) exists, and

a) if the entrance ticket is transferred via the official secondary market platform of the Host (available at www.chioaachen.com) and in the manner specified on the secondary market platform; or

b) if (i) the Customer expressly indicates to the new ticket holder the validity and the content of these GTC, (ii) the new ticket holder agrees with the validity of these GTC between him/her and the Host, and (iii) the Host is informed in a timely manner about the name of the new ticket holder and the transfer of the entrance ticket or if the Host has conclusively declared the transfer to the new ticket holder to be admissible.

## §7 – Sanctions in case of inadmissible transfer

In case of one or more violations of the regulations set out under § 5 (1) and/or other inadmissible transfer of entrance tickets, the Host has the right:

a) to not deliver entrance tickets to the Customer concerned if entrance tickets were used contrary to the regulations in § 5 prior to transfer or shipping;

b) to block the respective entrance tickets and to deny the ticket holder access to the Show Ground without compensation or to expel said ticket holder from the Show Ground;

c) to exclude customers concerned from ticket purchase for an appropriate period of time but no more than a maximum of five (5) years; decisive for the duration of the ban shall be the number of violations, the number of entrance tickets offered, sold, transferred, or used as well as possible proceeds from the resale.

## §8 - Contractual penalty

(1) In case of a culpable violation of these GTC by the Customer, in particular of one or more regulations in § 5, the Host, in addition to the other possible measures and sanctions according to these GTC and/or further recourse or legal compensation, in particular pursuant to tort law, shall have the right to impose on the Customer an appropriate contractual penalty in the amount of up to 2,500 EUR.

(2) Decisive for the amount of the contractual penalty shall be in particular the number and the intensity of the violations, type and degree of culpability (intent or negligence), attempts and successes of the Customer with regard to redress, the question whether and to what extent said person is a repeat offender, and, in case of an unauthorized resale of entrance tickets, the quantity of entrance tickets offered, sold, transferred, or used as well as possible proceeds or profits generated from the resale.

## §9 - Loss of entrance tickets

The Host shall immediately be informed about the loss, i.e., any involuntary loss, of entrance tickets purchased from the Host. The Host shall have the right to block such entrance tickets immediately after notification of their loss. In case of a loss of an entrance ticket subject to the electronic access control, the entrance ticket will be reissued after notification of the loss, blocking of the ticket and legitimization verification. Lost entrance tickets which are not subject to electronic access control may be reissued if the Customer provides the Host with a respective formal declaration of the loss. In case an entrance ticket is to be reissued, unless the Host or authorised third parties are proven to be responsible for the respective loss, the Host may charge a processing fee of 20 % of the price paid. In case of abusive notifications of a loss, the ALRV shall file a criminal complaint.

## §10 - Postponement/cancellation of the event

(1) The Host is entitled to cancel or postpone or, if necessary, abandon the respective event in the case of unforeseeable circumstances that make the holding of the event impossible.

(2) In case of a switch in time or location of an event, the respective entrance tickets remain valid. In this case, the Customer may withdraw from the contract. Withdrawal shall be declared in writing (email sufficient) to the Host. On presentation or mailing of the respective entrance ticket, the Customers concerned shall receive the ticket price paid; possibly accrued fees (advance booking, mailing, administration fees, etc.) will not be refunded.

(3) In case of an abandonment of the event, the Customer shall not be entitled to a refund of the ticket price paid, unless the Host is responsible for the abandonment of the event.

(4) In case of a cancellation of the event, the Customers concerned shall receive the ticket price paid on presentation or mailing of the respective entrance ticket; possibly accrued fees (advance booking, mailing, administration fees, etc.) will not be refunded.

## § 11 - 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 Host exclusively. Claims regarding entrance tickets that are visibly invalid must be lodged with the Host without culpable delay, usually within five (5) working days, after receipt of the entrance tickets and before the start of the event. The invalidity 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. The provisions on the abovementioned queries expressly do not apply to entrance tickets lost during shipment or not ordered and to cases in which the reason for the queries can be proven to be the fault of the Host.

## § 12 - Animals are not permitted

Animals are not permitted on the Show Ground, with the exception of seeing-eye dogs in accordance with Sect. 33 Para. 1 SGB V and equivalent assistance dogs.

## $\$\,13$ - Instructions of the order-enforcing staff

The entrance 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.

## § 14 - 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 Host. The same applies for assisting any other person in conducting such activities.

## § 15 - Recordings of the ticket holders

The Customer and the entrance ticket holder irrevocably consent to entitling the Host in the course of the event to take or have photos and recordings of the entrance 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 Sect. 23.2 of the Artistic Copyright Act (KUG) remain intact. If a Customer acquires entrance tickets not only for himself but also for other entrance ticket holders with an effective right to visit as set out under § 1 the Customer is obliged to ensure that the respective information is forwarded to the relevant entrance ticket holder.

## §16 No cancellation or return rights

Even in case of a Ticket purchase by means of distance communication in accordance with Sect. 312c (2) BGB (German Civil Code), thus constituting a distance contract pursuant to Art. 312c, (1) German Civil Code, the Customer, pursuant to Art. 312g, (2) no. 9 German Civil Code, shall not be granted the right to cancel the purchase. Therefore, the respective two-week notification period with regard to the right of withdrawal or redemption shall not apply. Every order or purchase of Tickets shall be binding and shall oblige the Customer to pay and accept the Tickets as soon as ALRV has confirmed the purchase.

## §17 - Personal data

Personal data will only be demanded, processed, and otherwise utilised according to the DSGVO the privacy policy of the ALRV (available at www.chioaachen.com). This includes mailings with information regarding the relevant event. During existing contractual obligations, the Customer shall be obliged to inform the Host of any change in his contact data without undue delay.

## §18 – Liability

(1) Entrance to the Show Ground is at one's own risk.

(2) The Host is not liable for any damages, as far as the Host, its 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 Host (cardinal obligation). In the latter case, the Host is liable for any foreseeable and typically ensuing damage. The Host 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.

## § 19 - 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.

## § 20 – Equality of Treatment

To the extent that the masculine gender is referred to in these GTCs, the Special-GTCT, the Show Ground Regulations and the Data Privacy Policy, the term shall apply to females and nonbinary persons mutatis mutandis and accordingly.

## § 21 - Validity of the clauses

Should individual clauses of these GTCs be or become invalid, the validity of the remaining clauses shall not be affected thereby. Should an individual clause be partially invalid the remaining part of the respective clause shall, to the extent that the invalid part can be withdrawn without loss of the intent of the other part, not be affected thereby.

# § 22 – Amendments

Even in case of existing contractual obligations, the Host shall be entitled to amend these GTCs with a notice period of four (4) weeks or, for good cause, two (2) weeks in advance, to the extent that such amendment is reasonable with regard to the Customer. The respective amendments shall be notified to the Customer under the contact data last provided to the Host. The amendments shall be deemed to have been approved if the Customer has not objected to the amendments in writing, by e-mail or via any medium designated by the Host within the respective period after receipt, provided that the Host has expressly pointed out this deemed approval.

# § 23 – Special General Terms and Conditions on Tickets ("Special-GTCT")

The occurrence of a case of force majeure (e.g., pandemics, epidemics, infectious diseases, war, terror or similar) may, even at short notice, lead to events being held subject to special conditions or requirements in accordance with the stipulations of a competent association or authority, i.e., in so-called special tournament mode. In this case, the following Special General Terms and Conditions on Tickets ("Special-GTCT") shall apply.

# B) Special General Terms and Conditions on Tickets ("GTCT")

# 1. Scope of Special-GTCT

**1.1 Scope of Application:** These Special-General Terms and Conditions ("Special-GTCT") shall, in addition to the General Terms and Conditions ("GTC") and the Show Ground Regulations of the Aachen-Laurensberger Rennverein e.V. ("ALRV"), apply for the legal relationship established by the order, purchase and/or use of entrance tickets and/or season tickets ("Tickets"; all ticket purchasers registered at ALRV referred to as "Customer") for the attendance at events (e.g. CHIO Aachen) hosted or at least co-hosted by ALRV ("Host"), as well as the admission and the stay at the Show Ground in and around Albert-Servais-Allee 50, 52070 Aachen, Germany ("the Show Ground"), in case the occurrence of a case of force majeure (e.g. exceptional situations such as pandemics, epidemics, infectious diseases, war, terror or similar) leads to events being held subject to special conditions or requirements in accordance to the stipulations of a competent association or authority, e.g. completely or partially excluding spectators and/or the compliance with certain safety and hygiene provisions ("Special Tournament Mode"). These Special-GTCT explicitly shall be a part of and established in addition to the GTC of ALRV pursuant to § 22 of the GTC. The GTC shall remain unaffected

and shall apply in any case if these Special-GTCT do not govern any deviating regulations or provisions.

1.2 Holder of authorized Passes/Show Passes: If applicable, holders of an authorized pass/show pass acknowledge the necessary provisions pursuant to these Special-GTCT and the safety and hygiene stipulations.

1.3 Special Tournament Mode: During Special Tournament Mode, the Customer acknowledges that events or programs may not be able to be held in their regular format or to the typical extent according to the stipulations of a competent association or authority. In particular, this shall imply that, for such reasons, it is occasionally or repeatedly possible that the Customer cannot be granted admission to events for which he has originally acquired the right of admission.

1.4 Condition subsequent: These Special-GTCT are subject to the condition subsequent of the cancellation of all above-mentioned stipulations or requirements of the respective competent association and/or authority for the (partial) exclusion of spectators during Special Tournament Mode. Therefore, as soon as these stipulations of the respective association and/or authority are no longer applicable, in particular in case the Special Tournament Mode is terminated and the regular tournament mode is resumed, these Special-GTCT shall automatically expire; henceforth, the GTC shall apply again exclusively and in their original scope.

## 2. Sales Channels; Admission to the Show Ground; Proofs and Declarations; Personalisation; Access Time

2.1 Sales Channels: During Special Tournament Mode, Tickets shall solely be purchased via the online-ticket-shop of ALRV. A deposit of Tickets at service points shall not be provided.

2.2 Additional Proofs and Declarations: In case, for good cause, e.g. due to safety and hygiene stipulations in accordance with the provisions of a competent association and/or authority, certain proofs and/or declarations are required for admission to the Show Ground (e.g., declarations on health status, residence in risk areas, proof of main residence), ALRV shall be entitled, within the scope permissible in accordance with the respective data protection laws, to obtain these proofs and/or declarations from the ticket holder in terms of an admission requirement prior to admission at the latest. ALRV shall inform the Customer in good time of the proof and/or declarations required. In case of doubt, the Customer shall be obliged to gather the relevant information himself at www.chioaachen.com. In case the ticket holder cannot comply with the respective requirements, ALRV shall be entitled to deny admission to the Show Ground.

2.3 Personalisation: The ticket holder acknowledges that ALRV may be obliged, for good cause, e.g. due to safety and hygiene stipulations in accordance with the provisions of a competent association and/or authority, to collect certain data relating to the ticket holder and to store such data for a period of up to four (4) weeks following the conclusion of the respective event in a manner suitable to be disclosed to the competent authorities within the scope permissible in accordance with the respective data protection laws. In this case, Tickets for the events will generally only be issued on a personalised basis. In case the data required in accordance with clause 7 is not provided or is not provided in time, a Ticket purchase shall be excluded within the scope of the Special Tournament Mode. Ticket holders over the age of fourteen (14) shall be obliged to provide proof of the data submitted upon admission to the Show Ground by presenting a proper valid official identification document showing their main place of residence (e.g., identity card, passport together with certificate of registration; e.g., a driver's license shall not be considered sufficient for this purpose); ALRV expressly shall be entitled to carry out a respective examination. In case the ticket holder is unable to present the respective proof, admission to the Show Ground may be refused. The Customer shall be fully liable for the correctness of the data provided.

2.4 Access Time Slots: Furthermore, the ticket holder acknowledges that ALRV shall be entitled, for good cause, e.g., due to safety and hygiene stipulations in accordance with the provisions of a competent association and/or authority and/or in order to avoid larger crowds, to set out specific access time slots for certain ticket holders. In this case, the respective ticket holder shall be obliged to comply with the respective requirements. In case of intentional or negligent non-compliance, the ticket holder may be denied admission to the Show Ground outside the specified time slot or may be expelled from the Show Ground without compensation.

# 3. No Right of Withdrawal; Re-personalisation; Transfer of Tickets

3.1 No Cancellation or Return Rights: Even in case of a Ticket purchase by means of distance communication, according to Sect. 312g para. 2 no. 9 BGB (German Civil Code) the Customer shall not be granted the right of withdrawal. Therefore, the respective two-week notification period with regard to the right of withdrawal or redemption shall not apply. Every order or purchase of Tickets shall be binding and shall oblige the Customer to pay and accept the Tickets as soon as ALRV has confirmed the purchase.

3.2. Transfer of Tickets; Re-Personalisation: During Special Tournament Mode, the transfer of Tickets shall generally only possible via the official secondary market platform of ALRV (available at www.chioaachen.com) until twenty-four (24) hours prior to the respective event day at the latest. A private transfer of Tickets for non-commercial reasons shall only be permitted in exceptional cases and in accordance with the provisions set out under § 6 of the GTC.

In these exceptional cases of private transfers during Special Tournament Mode, a re-personalisation of the respective Ticket shall be mandatory. Depending on the safety and hygiene stipulations in accordance with the provisions of a competent association and/or authority, an amendment with regard the personalisation of Tickets pursuant to clause 2.3 ("Re-personalisation") shall be possible in accordance with the provisions announced at www.chioaachen.com in good time and, in general, in each case up to twenty-four (24) hours prior to the start of the respective event, to the extent that, at the time of the re-personalization request, the Ticket has not yet been used to gain admission to the respective event. The provisions of clause 2.3 shall apply mutatis mutandis with regard to the re-personalisation; in particular, the new ticket holder shall fulfil all admission requirements and provide the required data and evidence.

3.3. Re-Personalisation in case of non-authorised Ticket Transfers: In case the Customer initiates a re-personalisation in the context of an unauthorised transfer of Tickets in accordance with § 5 of the GTC, ALRV shall, in addition to the other measures and sanctions feasible according to these Special-GTCT and the GTC and without prejudice to any further claims for damages, be entitled to impose a reasonable contractual penalty of up to EUR 2,500.00 on the Customer in accordance with §8 of the GTC. §5 of the GTC shall remain unaffected.

## 4. Implementation; Reallocation

4.1 Events under complete/partial Exclusion of Spectators: During Special Tournament Mode, following stipulations by the competent association and/or authority, e.g., due to an increase of infected persons in connection with a case of force majeure, it may occur at any time, that events have to be held partially or entirely under exclusion of spectators or that the initially permitted number of spectators is reduced

after the commencement of Ticket sales. In such case, ALRV shall be entitled to withdraw from the contract for the purchase of Tickets for the respective event (partial withdrawal). Subsequently, ALRV shall be entitled to block and/or cancel Tickets. The Customer shall be refunded the Ticket price paid for the respective event (excluding any fees actually incurred). In case of an inadmissible transfer of Tickets by the Customer according to § 5 of the GTC, the Customer shall not be reimbursed.

**4.2 Reallocation:** The ticket holder acknowledges that ALRV shall be entitled, for good cause, e.g., due to specified safety or hygiene stipulations with regard to a case of force majeure or the requirements of an association or authority with regard to the compliance with distancing measures, to allocate seats to the ticket holder that differ from the seats initially ordered; in this case, the ticket holder shall not be entitled to any compensation. The newly assigned seat may be of another price category; in case of a lower category, a respective refund of the difference (excluding any fees actually incurred) shall be made upon conclusion of the respective event; in case of a higher category, no additional charge shall be imposed.

## 5. Season and/or Subscription Tickets and Special Tournament Mode

**5.1 Overbooking during Special Tournament Mode:** With regard to the purchase of Tickets for events during Special Tournament Mode, depending on the number of spectators approved by the competent authorities or associations, the Customer may not be able to be admitted to every event for which he has initially acquired the right of admission in accordance with his season/subscription ticket. In case of overbooking, the Customer acknowledges that ALRV shall be entitled to determine the allocation of tickets by means of a transparent, non-discriminatory process in accordance with predefined specifications or, in individual cases, to cancel individual or all admission rights generally acquired in accordance with a Season/Subscription ticket. The season/subscription ticket-customer shall be entitled to be reimbursed for the ticket-price paid for the respective events (excluding any fees actually incurred). In case of an inadmissible transfer of Tickets by the Customer according to § 5 of the GTC, the Customer shall not be entitled to any compensation.

**5.2 Reallocation:** During Special Tournament Mode, ALRV shall be entitled, for the purpose of complying with distancing measures or safety and hygiene stipulations, to allocate the season/subscription ticket holder a seat other than the respectively booked seat; in this case, the season/subscription ticket holder shall not be entitled to any compensation. The new seat may correspond to a different price category; in case of a lower category, the Customer shall be entitled to a respective refund of the price-difference (excluding fees actually incurred) after the conclusion of the respective event; in case of a higher category, the Customer shall not be entitled to any compensation.

## 6. Conduct on the Show Ground and Safety and Hygiene Concept; Risk of Infection

**6.1 Safety and Hygiene Concept:** The ticket holder acknowledges that, for good cause, in particular due to instructions or provisions issued by the competent associations and/or authorities, e.g., safety and hygiene stipulations, additional rules, regulations and requirements may apply with regard to the admission and the stay at the Show Ground. Such rules, regulations and requirements will be announced to the Customer in good time. Any ticket holder shall comply with these rules, regulations and requirements from the time they are announced. In case of doubt, the Customer shall be obliged to gather the relevant information himself at www.chioaachen.com. Inter alia, the ticket holder may be required, e.g., for the purpose of tracing chains of infection, to transmit further personal data to ALRV in accordance with the applicable data protection provisions.

**6.2 Sanctions:** In addition to § 7 of the GTC, ALRV, for good cause, shall be entitled to impose the sanctions specified therein upon violation of mandatory provisions of the applicable safety and hygiene stipulations by a ticket holder. In particular, ALRV shall be entitled to deny the ticket holder admission to the Show Ground or to expel the ticket holder from the Show Ground in case of such violations and to exclude the ticket holder from the purchase of Tickets over an appropriate period of time.

**6.3 Risk of Infection:** Furthermore, the ticket holder acknowledges that during Special Tournament Mode - despite the safety and hygiene measures taken - he may become infected e.g., with a virus during the attendance of an event in case of force majeure. By attending an event, the ticket holder consciously assumes this risk. In this regard, any liability of ALRV shall be expressly excluded.

**6.4 Safety Measures:** The ticket holder acknowledges that ALRV for good cause, in particular due to safety and hygiene stipulations in accordance with the provisions of a competent association and/or authority with regard to the Special Tournament Mode, may be obliged to impose e.g., provisions on the observance of distancing measures or wearing of a standard mouth-nose protection. Admission to the Show Ground shall be subject to compliance with the respective provisions. These will be announced to the Customer in due course, published at www.chioaachen.com and clearly displayed on the Show Ground. The Customer shall generally be obliged to keep himself informed of any changes on an ongoing basis at www.chioaachen.com. In case of intentional or negligent non-compliance with the respective regulations, the ticket holder may be denied admission to the Show Ground or expelled from the Show Ground without any compensation.

## 7. Data Protection

As the responsible party, ALRV processes personal data in connection with the personalisation and activation of Tickets for the purpose of ensuring that the respective event is held safely for all parties involved, in compliance with the provisions of the applicable data protection laws in the Federal Republic of Germany.

**7.1 Personal Data:** With regard to the purchase, (re)personalisation and activation of Tickets, the following data of the ticket holder shall be processed: First and last name, address, contact details (e-mail, telephone number), details of the event and answers to questions within the order process. The provision of personal data is necessary for the activation of Tickets. Without this data, Tickets cannot be activated.

**7.2 Legal Basis and Purpose of Processing:** To the extent that ALRV is obliged to do so by law or due to safety and hygiene stipulations in accordance with the provisions of a competent association and/or authority during Special Tournament Mode, in case of suspected or proven infection of the ticket holder or any of his contact persons with a virus related to a case of force majeure, ALRV shall inform the competent authorities in order to comply with its respective obligations with regard to the tracing and containment of possible sources of infection. The collection and subsequent transfer of data is based on Art. 6 (1) p. 1 c) DSGVO, Art. 9 (2) i) DSGVO. In case personal data are requested by the competent authority, the latter shall be responsible for the further processing of the data.

**7.3 Data Transmission:** The data transmitted to ALRV in connection with the purchase, (re)personalisation and activation of Tickets shall be kept by ALRV and, if necessary, transmitted to the competent authority in accordance with clause 7.2.

7.4 Data Storage: All personal data collected in connection with the purchase, (re) personalisation and activation of Tickets will be deleted once

no longer required for the purposes they were collected for. In general, this personal data will be deleted no later than four (4) weeks after the conclusion of the respective event, unless ALRV is obliged to store it for a longer period of time due to statutory regulations or due to safety and hygiene stipulations in accordance with the provisions of a competent association and/or authority.

**7.5 Rights of the Ticket Holder:** The ticket holder shall be granted the right to gain information, correction or deletion of personal data concerning him or to restriction of processing as well as the right to object and the right to data portability (Art. 15, 16, 17, 18, 19 and 21 DSGVO). Ticket holders can contact ALRV by mail (P.O. Box 500101, 52085 Aachen), by e-mail (tickets@chioaachen.de) and by phone (+49-241-9171-111). In case a ticket holder is of the opinion that data processing violates data protection law, he shall be granted the right to complain to a data protection surveillance authority of his choice (Art. 77 DSGVO in conjunction with Sect. 19 BDSG). The responsible body in accordance with the DSGVO is the Aachen-Laurensberger Rennverein e.V., Albert-Servais-Allee 50, 52070 Aachen. ALRV's data protection officer, Mr. David Reimes, may be contacted at any time at datenschutz@edv-reimes.de or by phone +49 (0) 241-99034276.

# 8. Amendments

Even in case of existing contractual obligations, the Host shall be entitled to amend these Special-GTCT with a notice period of four (4) weeks or, for good cause, e.g., in case of administrative requirements with regard to the COVID-19-Pandemic, two (2) weeks in advance, to the extent that such amendment is reasonable with regard to the Customer. The respective amendments shall be notified to the Customer under the contact data last provided to the Host. The amendments shall be deemed to have been approved if the Customer has not objected to the amendments in writing, by e-mail or via any medium designated by the Host within the respective period after receipt, provided that the Host has expressly pointed out this deemed approval.

## C) CHIO Aachen CAMPUS General Terms & Conditions (CAMPUS GTC)

With the CHIO Aachen CAMPUS ("CAMPUS"), the Aachen-Laurensberger Rennverein ("ALRV") promotes equestrian sport in its entirety. The CAMPUS is not only dedicated to top-class sport but also to digital developments as well as innovations in order to support training, youth promotion and mass and amateur sports. Via the CAMPUS online shop ("CAMPUS-Shop"), the ALRV offers the purchase of credit values ("Credit"), which can be used to order or book services, promotions and events linked to the CAMPUS (collectively "CAMPUS-Promotions"). The purchase as well as the use of the Credit shall be subject to these CAMPUS GTC.

## § 1 Scope of Application

(1) These CAMPUS GTC shall apply to the legal relationship between the ALRV and the respective purchaser, service recipient or participant ("**Customer**") established by the purchase of any credit and its use for CAMPUS services and participation in CAMPUS events and for the stay on the grounds around Albert-Servais-Allee 50 in 52070 Aachen ("**Show Ground**"). The Show Ground Regulations shall be an integral part of these CAMPUS GTC and are to be found attached as well as at www.chioaachencampus.de.

(2) The Customer shall be regarded as a consumer provided that the purpose of the legal relationship established subject to these CAMPUS GTC cannot be attributed predominantly to his commercial or self-employed professional capacity. Whereas a merchant is any person or legal entity or incorporated association acting in a commercial or self-employed capacity when entering into the respective legal relationship.

## § 2 CAMPUS-Shop

(1) The presentation and advertisement of Credit and CAMPUS-Promotions in the CAMPUS-Shop (collectively "**CAMPUS-Offers**") shall not constitute a legally binding offer. CAMPUS-Offers shall constitute an invitation to place an order or booking (so-called *invitatio ad offerendum*). (2) The purchase, order or booking of CAMPUS-Offers shall only be possible for customers of full legal capacity over the age of 18. The exercise of CAMPUS-Promotions shall in principle also be possible for minors or persons who are not of full legal capacity but may be subject to age restrictions. Any age or other restrictions will be indicated in the CAMPUS-Shop along with the respective CAMPUS-Promotion. Any order or booking of CAMPUS-Promotions to be exercised by minors or persons who are not of full legal capacity shall be carried out by the respective legal representative(s)

(3) With regard to the purchase, order or booking of CAMPUS-Offers, the Customer shall make a legally binding offer by clicking on the button "order now" in the CAMPUS-Shop. Customers shall be bound by this offer for a period of two (2) weeks after its submission; their cancellation right pursuant to § 5, if any, shall remain unaffected.

(4) The receipt of the offer submitted via the CAMPUS-Shop will be confirmed to the Customer by e-mail immediately. Such confirmation shall not constitute a legally binding acceptance unless acceptance is expressly declared therein. Furthermore, a binding contract shall be deemed to have been concluded either by an express declaration of acceptance by the ALRV or, at the latest, when the Customer's offer is impliedly accepted, e.g., by the performance of the ordered or booked service.

(5) The ALRV accepts all payment methods and means set out in the CAMPUS-Shop. The respective payment service provider may refuse the desired payment method under certain circumstances. In all other instances, § 11 of these CAMPUS GTC shall apply.

(6) The Customer shall be entitled to register at www.chioaachencampus.de by creating a customer account ("**Customer-Account**") and providing the requested data.

(7) The selection and the price or value of the CAMPUS-Offers are based on the respective specifications in the CAMPUS-Shop.

(8) Payment shall be due immediately upon conclusion of the contract.

# §3 Credit

(1) By purchasing Credit in the CAMPUS-Shop, the Customer shall acquire an electronically stored monetary value constituting a respective claim against the ALRV; the Credit shall be attributed to the respective Customer-Account, shall be individualised and, subsequently, shall only be used by the Customer himself in the CAMPUS-Shop as payment for placing an ordering and booking CAMPUS-Promotions.

(2) The Credit cannot be cashed out. In principle, the Credit balance acquired in each case shall only be used for particular CAMPUS-Promotions. Therefore, the use of Credit whose monetary value exceeds the equivalent value of the respective CAMPUS-Promotion for which the Credit is to be used shall in principle be excluded and shall only be possible in exceptional cases expressly announced by the ALRV. In such an exceptional case, cash payment of the differential amount shall be precluded.

(3) The use of the Credit to order or book CAMPUS-Promotions shall only be possible within three (3) years of its purchase. After this period,

the Credit shall expire without compensation.

(4) Returning Credit against payment or refund after a valid order or booking of a corresponding CAMPUS-Promotion shall only be possible as a gesture of goodwill on the part of the ALRV; the Customer shall not have any respective legal claim.

# §4 CAMPUS-Promotions

(1) The ALRV offers various CAMPUS-Promotions which can be ordered or booked by using the Credit at www.chioaachencampus.de. In case a respective contract between the Customer and the ALRV is concluded, the respectively used Credit shall be withdrawn from the Customer-Account.

(2) The order or booking shall only be possible on a personalised basis. This means the right to exercise the respectively ordered or booked CAMPUS-Promotion shall exclusively be granted to a determinable person.

(3) The offer of CAMPUS-Promotions shall be subject to availability and practicability of the event due to special circumstances (e.g., instructions or provisions issued by the competent associations and/or authorities, safety aspects). In case a CAMPUS-Promotion, which the Customer intends to order or book, is not (or no longer) available (e.g., due to overcrowding), the Customer shall be granted the right to have himself placed on a waiting list. In case of request by the Customer, the respective ranking on the waiting list shall be confirmed via e-mail. The respectively used Credit shall initially be frozen on the Customer-Account and only be finally withdrawn in case the relevant contract is concluded ("**move up**"). In case of the Customer not being able to move up, the Credit shall be released again for the Customer's disposal.

(4) In case the implementation of a CAMPUS-Promotion requires the Customer to submit or make available pictures or moving image material ("**Image Material**") to the ALRV, by submitting the Image Material the Customer shall confirm to be the author the Image Material or at least to have been granted the relevant rights of use without restriction. The Customer shall confirm that the Image Material is free of third-party-rights; in particular, that all identifiable persons depicted agree to the aforementioned uses and that third-party property rights are not infringed by these uses. The Customer shall identify the ALRV against any claims by third parties. In addition, the Customer shall be liable for all damages incurred by the ALRV arising from any failure to obtain the necessary consent of any third-party.

(5) The Customer shall irrevocably grant to the ALRV the right to use the Image Material on a worldwide basis and for an unlimited period of time in all types of use, including commercial use, as well as, for this and the purposes set out in the description of the ordered or booked CAMPUS-Promotion, the respective right to edit the Image Material in any way and to make the Image Material available to third parties. This shall include the use and distribution on social media platforms and at www.chioaachencampus.de.

(6) For the purposes of public media coverage and advertising of the respective CAMPUS-Promotion, the ALRV or third parties commissioned by the latter may independently create images and sound recordings in accordance with Art. 6 para. 1 p. 1 f) DSGVO, which may also show the Customer. These images and sound recordings may be processed, utilised and publicly reproduced by the ALRV.

# § 5 Right of Withdrawal

(1) In case the purchase of CAMPUS-Offers is made by means of distance communication according to Sec. 310 para. 3, 312c BGB (German Civil Code), the Customer concerned shall generally be entitled to a right of withdrawal.

(2) The cancellation right shall expire prematurely in case the purchased CAMPUS-Offer has been completely delivered to the Customer and the performance of the respective service has only begun after the Customer has given his express consent thereto and at the same time has expressly confirmed that the right of withdrawal shall expire upon full performance of the contract by the ALRV. In case the Customer exercises his right of withdrawal before full performance of the contract by the ALRV, he shall be obliged to pay compensation for the value of any performance already rendered.

(3) In case CAMPUS-Promotions are offered for a fixed-date leisure activity (e.g., training sessions or training camps, tournaments, competitions, etc.), the Customer shall have **no right of withdrawal**. Each offer made by the Customer shall, thus, be binding immediately after confirmation by the ALRV and the Customer shall, therefore, be obliged to accept as well as to pay the performance.

(4) In addition, the following Customer's notification regarding withdrawal shall apply to the right of withdrawal: Customers shall be entitled to withdraw from the distance communication contract without providing any grounds within fourteen (14) days from the day of the contract having been concluded. In order to exercise their right of withdrawal, Customers shall be obliged to inform the ALRV of their withdrawal by unambiguous notification (e.g., letter, telefax or e-mail), whereupon they shall receive a respective confirmation of receipt from the ALRV (e.g. by e-mail). The Customer shall comply with the withdrawal period by dispatching the notification of withdrawal in good time.
(5) The Customer's withdrawal shall have the following effects:

- In case of withdrawal from the contract on the purchase of Credit, subject to the Customer being obliged to pay compensation to the ALRV pursuant to § 5 para. 2, all payments from the Customer received by the ALRV shall be repaid without undue delay and at the latest within fourteen (14) days of receipt of the notification of withdrawal. Subject to any other express agreement with the Customer, such repayment shall be effected through the same means of payment used by the Customer with respect to the original transaction.

- In case of withdrawal from the order or booking of CAMPUS-Promotions, subject to the Customer being obliged to pay compensation to the ALRV pursuant to § 5 para. 2, the Credit used for the respective order or booking of the CAMPUS-Promotion shall be re-credited to the Customer-Account without undue delay and, at the latest, within fourteen (14) days from receipt of the notification of withdrawal.

(6) The Customer shall not be charged for a refund or re-credit.

# §6 Return of CAMPUS-Offers

In addition to the right of withdrawal set out under § 5, a return of CAMPUS-Offers by the Customer against payment or an exchange of CAMPUS-Promotions for Credit may at most occur as a gesture of goodwill on part of the ALRV; the Customer shall have no respective claim.

# §7 Transfer of CAMPUS-Offers

(1) The transfer of CAMPUS-Offers shall only be permitted subject to the prior consent of and in accordance with the respective requirements set by the ALRV. For this purpose, the customer shall be obliged to request the required consent and the additional requirements, if any, from the ALRV in text form (e.g., by e-mail) in good time.

(2) The Customer shall not offer CAMPUS-Offers to third-parties, in particular via the internet, or otherwise sell them at a higher price than the price paid or regularly; in addition, the Customer shall not use CAMPUS-Offers commercially, in particular, for advertising purposes or as a prize

or as part of an unauthorised hospitality or travel offer.

(3) In case of any violation of § 7 para. 2, the ALRV shall be entitled to cancel the respective CAMPUS-Promotion and to refuse the Customer access to the Show Ground without compensation or to remove him from the Show Ground as well as to ban him from purchasing, ordering and booking CAMPUS-Offers for a reasonable period of time.

# §8 Postponement/Cancellation of CAMPUS-Promotions

(1) In case of unforeseen circumstances which make the implementation of a CAMPUS-Promotion impossible, the ALRV shall be entitled to cancel, postpone or terminate the respective CAMPUS-Promotion.

(2) In case of a postponement of a CAMPUS-Promotion, the respective services ordered or booked shall remain valid. In this case, the Customer has the right of revocation of the contract. The Customer shall be obliged to exercise the revocation by declaration vis-á-vis the ALRV in writing (e-mail sufficient).

(3) In case of a termination of a CAMPUS-Promotion, subject to the ALRV being responsible for the respective termination, the Customer shall not be entitled to any refund.

(4) In case of a cancellation of a CAMPUS-Promotion, the Credit used for the respective order or booking of the CAMPUS-Promotion shall be re-credited to the Customer-Account.

(5) In case a CAMPUS-Promotion is conducted merely trivially differing from the announced program (in particular, but not limited to, unavailability of the pre-announced trainer, weather-related changes to the venue, etc.), the Customer shall not be entitled to a refund of the Credit used.

# § 9 Place of Performance

Place of performance of the obligations hereunder shall be Aachen.

## § 10 Payment Terms

(1) At www.chioaachencampus.de, payment is offered via the payment service provider Stripe, Inc. This enables payment via iDEAL, Bankcontact, SOFORT, cards (Visa, MasterCard, American Express), Apple Pay, GiroPay, among others. The provider of this payment service is Stripe, Inc., 510 Townsend Street, San Francisco, CA 94103, USA. Stripe, Inc. has subscribed to the EU-US Privacy Shield Agreement.

(2) In case of unsuccessful payment for reasons within the Customer's responsibility (e.g. insufficient credit card or account coverage, chargeback), the ALRV shall be entitled to cancel the order or booking of CAMPUS-Offers without replacement. Any additional costs incurred shall be reimbursed by the Customer. The ALRV reserves the right to assert further claims for damages. In accordance with the applicable data protection provisions, the ALRV shall be entitled to use the collected personal user and billing data (e.g. address of the user) for its own further pursuit of its legal claims.

## §11 Liability

(1) Entry to the Show Ground shall be at the Customer's own risk.

(2) Customer's claims for damages against the ALRV shall be excluded. This shall not apply for claims for damages arising from injury to life, body or health or from the breach of material contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty on the part of the ALRV, its legal representatives or vicarious agents. Material contractual obligations shall be deemed to be obligations the fulfilment of which is required to accomplish the purpose of the contract. In case of a breach of material contractual obligations caused by simple negligence, the ALRV shall only be liable for the foreseeable typical contractual damage, to the extent the Customer claims damages for injury to life, body or health.

(3) The Customer shall immediately notify the ALRV of any accidents or damages occurred.

# § 12 Personal Data

(1) Information on the collection, processing and use of personal data can be found in the Data Privacy Policy, available at <u>www.chioaachencampus.de</u>.

(2) During existing contractual relations, the Customer shall be obliged to inform the ALRV of any change in his contact details without undue delay.

# § 13 Instructions given by Stewards

The instructions issued by the stewards, security personnel, the police and other personnel appointed by the ALRV in front of and on the Show Ground shall be followed.

## § 14 Recording of the Event

Producing, reproducing, transmitting, or otherwise using or distributing sound, photo, film or video or other recordings of CAMPUS-Promotions for commercial use shall not be permitted without the consent of the ALRV. The same shall apply to aiding and assisting others in such activities.

## § 15 Applicable Law and Jurisdiction

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For consumers who, at the time of their order, have their residence in a country other than Germany mandatory legal provisions of that country shall remain unaffected by this choice of law.

(2) With respect to Customers who are merchants and at the time of the order have their registered business seat in Germany, the exclusive place of jurisdiction shall be the registered business seat of the ALRV in Aachen. In addition, the respective statutory provisions shall apply to the territorial and international jurisdiction.

## § 16 German Version

In case these CAMPUS GTC are made available in multiple languages, the German version shall always prevail.

## § 17 Equality of Gender Treatment

To the extent the masculine form is used throughout these CAMPUS GTC and the Show Ground Regulations below, the respective term shall apply to feminine and diverse persons accordingly.

## § 18 Severability

In case individual clauses of these CAMPUS GTC are invalid or were to be rendered invalid, the validity of all other clauses shall remain

unaffected. In case individual clauses of these CAMPUS GTC are partially invalid or were to be rendered partially invalid, the validity of the remaining part of such clause shall remain unaffected to the extent the invalid part thereof allows for deletion without the clause losing its inherent meaning.

# § 19 Amendments

In case of changes in the statutory legislation or case law, the ALRV shall be entitled to change, amend or edit these CAMPUS GTC with a notice period of four (4) weeks or, for good cause, two (2) weeks in advance, to the extent reasonable for the Customer. The respective changes shall be notified to the Customer under the contact details last given to the ALRV. The changes shall be deemed to have been approved if the Customer has not objected to the changes in writing, by e-mail or via the medium set up by the ALRV for this purpose within the respective period after receipt, provided that the ALRV has expressly pointed out this fiction of approval.

## § 20 Special GTCT

In case of force majeure (e.g. pandemic, epidemic, plague, war, terror or similar) CAMPUS-Promotions can be amended or changed, even at short notice, according to special conditions or requirements made by the competent associations or public authorities. In this case, if respectively applicable, the Special General Terms and Conditions on Tickets ("Special GTCT") shall apply in addition to these CAMPUS GTC.

## D) 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 Ground of the Aachen-Laurensberger Rennverein e.V. ("ALRV" or "the Host").

## §1 Scope

- (1) The Show Ground regulations apply to all persons accessing the Show Ground 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, participants and their entourage, service companies/suppliers, customers, etc.
- (2) The Show Ground regulations apply to the complete Show Ground, 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 Ground").
- (3) The Show Ground regulations apply for all events of the ALRV which are held at the Show Ground.
- (4) The Show Ground 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 Ground.
- (2) Entry tickets and authorised passes / show passes have to be shown when entering and on the Show Ground 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 Ground. For a short leave of the Show Ground 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 Ground is only allowed with a special authorised pass. On the whole Show Ground the directions of the road traffic regulations (StVO) apply.
- (6) Upon entering the Show Ground all persons irrevocably consent to entitling the Host 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 Ground. Restitution of the money paid for the entry, registration fee or Credit for the CHIO Aachen CAMPUS-Shop is not possible.

## §4 Video Surveillance

The Host carries out video surveillance of its grounds for security reasons and to avert danger. The responsible party in terms of the DSGVO shall be the Aachen-Laurensberger Rennverein e.V. (ALRV), Albert-Servais-Allee 50, 52070 Aachen, Germany.

## § 5 Behaviour on the Show Ground

- (1) On the Show Ground 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 Ground 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 Ground 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 Ground 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 seeing-eye dogs in accordance with Sect. 33 Para. 1 SGB V and equivalent assistance dogs;
  - (i) Laser-Pointers;
  - (j) Drones, microcopters and any similar unmanned aerial vehicles.
- (2) It is also prohibited for all persons on the Show Ground:
  - (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 Ground by throwing things litter, packaging, empty repositories, etc.;
  - (k) to restrict or affect traffic areas, walk and traffic roads, entrances and exits to the visitor areas and emergency roads;
  - (I) to stand on the seats of the grand stands;
  - (m) to bring alcoholic drinks to the Show Ground;
  - (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 Ground 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 Host is not liable for any damages, as far as the Host, 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 Host (cardinal obligation). In the latter case, the Host is liable for any foreseeable and typically ensuing damage. The Host 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 Ground 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 Ground (e.g., show passes, accreditations, bracelets, invitations, guest passes, etc.).

# § 10 Children/Minors/Wards

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

# § 11 Safety and Hygiene Concept

The occurrence of a case of force majeure (e.g., pandemics, epidemics, infectious diseases, war, terror or similar) may, even at short notice, lead to events being held subject to special conditions or requirements in accordance with the stipulations of a competent association or authority, i.e., in so-called special tournament mode. In this case, ticket holders and holders of relevant authorization/tournament passes shall fully comply with the applicable safety and hygiene provisions. The relevant provisions and concepts will be announced at www.chioaachen.com in due time and will be prominently displayed on and in front of the Show Ground during the respective events.

## E) Data Privacy Policy

The Aachen-Laurensberger Rennverein e.V., Albert-Servais-Allee 50, 52070 Aachen ("ALRV") 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. The responsible party within the meaning of the DSGVO shall be the ALRV. You can contact the Data Protection Supervisor of the ALRV, Mr. David Reimes, by phone +49 (0) 241-99034276 or by email datenschutz@edv-reimes.de, at any time regarding this issue and any possible further queries on the topic of the protection of personal data. In addition, you as well may contact a surveillance authority acc. to Art. 77 DSGVO, this being in general the surveillance authority of your regular place of residence or pace of work or our company's registered business seat.

**Your Data Protection Rights** - the collection, processing and use of personal data by the ALRV is based on the German Data Protection Regulation (DSGVO), the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG). You shall be entitled to the following rights at any time:

- to request information about the personal data processed in accordance with Art. 15 DSGVO. In particular, you may request information about the purposes of processing, the category of personal data, the categories of recipients to whom the data have been or will be disclosed, the planned storage period, the existence of a right to rectification, deletion, restriction of processing or objection, the existence of a right to file a complaint with a surveillance authority, the origin of the data if they have not been collected by the ALRV, as well as the existence of a utomated decision-making including profiling pursuant to Art. 22 (1) and (4) DSGVO and significant information about its details;
- to demand the correction of inaccurate or incomplete personal data stored in accordance with Art. 16 DSGVO without undue delay;
- to demand the deletion of the stored personal data in accordance with Art. 17 DSGVO. The right to deletion shall not apply to the extent that the processing is required for exercising of the fundamental right to freedom of expression, for compliance with legal obligations, for reasons of public interest with respect to public health or for the enforcement, pursuit or defence of legal claims;
- in accordance with Art. 18 DSGVO, to request restriction on processing of personal data in case the accuracy of the personal data is in dispute, the processing is unlawful and the participant refuses the deletion of the personal data and instead requests the restriction of the use of the personal data or the personal data is no longer required for the purposes of processing but the participant requires them for the enforcement, pursuit or defence of legal claims or the participant has filed an objection to the processing in accordance with Art. 21 (1) DSGVO;
- to receive the personal data in a structured, common and machine-readable format or to request the transfer to another responsible party in accordance with Art. 20 DSGVO;
- at any time to revoke the consent once given vis-à-vis the ALRV in accordance with Art. 7 (3) DSGVO. As a result, the processing of data that was based on this consent may no longer be continued for the future.

**Changes to this data privacy policy** – Due to legal and/or organisational and/or jurisdictional reasons, amendments or adjustments to our data privacy policy may become necessary from time to time. In this regard, please make sure you refer to the current version of our data privacy policy available and permanently storable at <u>www.chioaachen.com and www.chioaachencampus.de</u>.

**Ticket Shop** – Entrance tickets can be purchased without providing any personal data whatsoever at our head office or at ticket sales offices authorised by us. ALRV is the provider of the ticket shop. Personal data is collected and processed if and to the extent necessary for the establishment, execution or termination of the respective legal transaction (purchase). For this purpose, the necessary personal data (title, first and last name, email address, postal address, payment data, product-specific data, order history) required to fulfil the respective order is collected and processed. The legal basis for the processing is Art. 6 (1) lit. b) DSGVO. The data provided by the customer will also be collected, processed and used for the purpose of legal prosecution ("Ticket Enforcement") of violations of the GTC for the purchase of entrance tickets and the stay on the Show Ground in an automated procedure. The web-based online platform for the sale of entrance tickets is provided by SAP Deutschland SE & Co. KG. Their data privacy policy can be viewed here: <u>https://www.sap.com/germany/about/legal/privacy.html</u>.

An automatic plausibility check and address authentication takes place during the entry of your address in an effort to avoid mistakes and to simplify the ordering process. This service is provided by UNISERV GmbH based in 75179 Pforzheim, Germany, Rastatter Str. 13. (Their data privacy policy can be viewed here: <u>https://www.uniserv.com/datenschutz</u>).

Personal data (acc. to Art. 6 (1) a,b,c DSGVO) 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, 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 <u>datenschutz@edv-reimes.de</u>. 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 entrance 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: <u>https://www.bspayone.com/de/privacy</u>) 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).

**Websites/Internet presence** - The operators of this website take the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the laws and regulations of the Federal Republic of Germany. If personal data, except for the ticket shop, (i.e. names, addresses, or email addresses) is collected on our site, this only occurs where possible on a voluntary basis. This data is not passed on to third parties without your explicit consent in cases other than the following: (i) if an explicit consent has been granted in accordance with Art. 6 (1) S. 1 lit. a) DSGVO, (ii) if the transfer in accordance with Art. 6 (1) S. 1 lit. f) DSGVO is necessary for the assertion, exercise or defence of legal claims (e.g. ticket enforcement) and there is no reason for the assumption that there is an overriding legitimate interest in the non-transfer of the respective data, (iii) if the transfer in accordance with Art. 6 (1) S. 1 lit. c) DSGVO, (iv) if this is legally admissible and required pursuant to Art. 6 (1) S. 1 lit. b) DSGVO for the execution of contractual obligations with the customer, or (v) if the transfer is conducted to a carefully selected service provider (Art. 28 (1) DSGVO) with whom a contract for order processing (Art. 28 (3) DSGVO) has been concluded (e.g. for the shipping of entrance tickets). We would like to point out that data transmission via the Internet (i.e. when communicating per email) is subject to security breaches. It is not possible to guarantee complete protection against the data being accessed by third parties.

**CHIO Aachen Campus** - Hereinafter, we provide information about the processing of personal data in relation to the CHIO Aachen CAMPUS ("CAMPUS"), in particular, with regard to visiting the CHIO Aachen CAMPUS Online Shop ("CAMPUS-Shop"):

When creating a Customer Account in the CAMPUS-Shop, the following personal data will be collected about you: First and last name, e-mail address and password, address, telephone number, date of birth, data for payment processing, photos.

The aforementioned data will be processed by the ALRV exclusively for the purpose of and within the scope of processing the CAMPUS-Offers purchased, ordered or booked by you via the CAMPUS-Shop. The legal basis for processing the data is Art. 6 Para. 1 lit. b DSGVO. Furthermore, we request data on your horse, on starting and results lists as well as statistics and your association membership, in accordance with Art. 6 para. 1 lit. f DSGVO. We delete this data as soon as the statutory limitation period with regard to our contractual relationship with you has expired (usually three (3) years from the end of the year in which the last contractual claim arose), unless for legal reasons (e.g., retention periods under tax law) or legitimate interests in identifying individual customers for a longer period. Processing your personal data takes place in countries of the European Economic Area or in countries with a level of data protection that is comparable to the level of data protection within the EEA. Such transfer of data shall then be subject to the standard contractual clauses as set out in EU Commission Decision 2010/87/EU or any successor version, in order to contractually ensure protection of your personal data by a level of protection applicable within the EEA. You can request an edited version of these standard contractual clauses (excluding commercial content and non-relevant information) at datenschutz@edv-reimes.de. When we share personal data, we only do so with service and partner companies that help us process orders and provide information to Customers. These companies may only use your personal data to fulfil their obligations on our behalf and are obliged to comply with the data protection regulations applicable in the Federal Republic of Germany. Sometimes we may be forced to disclose your data due to legal regulations or legal processes. However, in all other cases personal data is not passed on to third parties. In particular, data will not be transferred to a third country or to an international organisation, unless this is necessary in the context of the payment service provider you have chosen. In this case, the data transfer to a third country (e.g., USA) takes place on the basis of standard contractual clauses (Art. 46 para. 2 lit. d) DSGVO) and additional technical security measures. When processing your orders or bookings with the payment service provider Stripe, Inc., we use the services of third parties to whom we provide the payment information of the orders and who carry out the billing for us. Our service provider for this is Stripe, Inc., 510 Townsend Street, San Francisco, CA 94103, USA (you can view their data privacy policy here: https://stripe.com/de/privacy#translation).

For the use and operation of the CAMPUS-Shop, the ALRV also uses a licence from a service provider (Black Horse One GmbH - Martin-Luther-Ring 3 - 85598 Baldham), which means that the above-mentioned data is, therefore, passed on to that service provider. The service provider also processes this data exclusively for the purpose of processing the transactions made via the CAMPUS-Shop and is also obliged to process and secure data properly by means of a data processing agreement within the meaning of Art. 28 DSGVO. The service provider's servers are located exclusively in Germany and its data privacy policy can be found here: <u>https://blackhorse-one.com/privacy</u>.

Prize Competitions - Insofar as the ALRV organises prize competitions, we optionally collect the following data from you in addition to the data essential for the organisation of the respective prize competition: name, first name, e-mail address, postal address, date of birth, profession, interests/hobbies, media consumption, consumer behaviour/habits, preferred brands. The purpose of the collection and processing of such data is the organisation of prize competitions. Participation in the prize competition requires either sending the fully completed form or via the respective channels on social media platforms. The personal data collected from the participants will be exclusively used for the purpose of organising and carrying out the prize competition, including the prize competition itself, notifying the winner by e-mail and mailing and shipping the prize. The winner may be published with his or her full name. In order to deliver the prize, your personal data may, if necessary, be passed on to the respective cooperation partner. No later than six (6) months after the end of the prize competition, all data collected will be deleted in full, unless a longer storage period is required for contractual or legal reasons. The winners' data will be stored in accordance with Art. 6 para. 1 p. 1 lit. c DSGVO due to tax and commercial law storage and documentation obligations (pursuant to the German Commercial Code (HGB), German Criminal Code (StGB) or German Fiscal Code (AO)) with regards to accounting documents for 10 years pursuant to sec. 147 para. 1 German Fiscal Code (AO) and with regards to business documents for 6 years pursuant to sec. 257 para. 1 German Commercial Code (HGB). The ALRV may use the data received as part of the prize competition for so-called "direct marketing". Beyond this, personal data will not be processed or used and, in particular, will not be passed on to third parties without authorisation. Data will only be passed on for advertising purposes with the explicit and express consent of the participants. Participants may at any time request information about the data stored about them and/or object to the storage and/or use of their data with effect for the future and request the deletion or blocking of their personal data here. The legal basis for data processing is Art. 6 para. 1 p. 1 lit. b and f and a - in the case of consent - DSGVO.

Insofar as additional data is collected from you with respect to a prize competition, this is done exclusively for the purpose of organising and carrying out the respective prize competition. In each case the legal basis for the respective processing of data is Art. 6 (1) lit. b DSGVO.

**Cookies -** The web pages partly use so-called cookies. Cookies do not cause any damage to your computer and they contain no viruses. Cookies serve to make our contents more user-friendly, more effective and safer. Cookies are small text files that are stored on your computer, which your browser saves. Most of the cookies we use are so-called "session cookies". These are automatically deleted after the end of your visit. Other cookies remain stored on your end device until you delete them. These cookies enable us to recognise your browser the next time you visit our site. You can set your browser so that you are informed about the placement of cookies, can enable cookies only in each individual case,

accept cookies in certain cases or generally block them as well as activate the automatic deletion of cookies on closing the browser. Deactivating cookies can limit the functionality of the website.

**Server log files -** The provider of the site automatically collects and saves information in so-called server log files, which your browser automatically transmits to us. These are: The browser type/browser version, the operating system used, the referrer URL, the host name of the accessing computer, the time of the server enquiry. This data is not directly assignable to specific persons. We reserve the right to check this data subsequently, if we become aware of any concrete evidence of unlawful use.

**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: <a href="http://developers.facebook.com/docs/plugins/">http://developers.facebook.com/docs/plugins/</a>. 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. The legal basis for the processing of your personal data within the scope of the use of Facebook Like button is also displayed on your private Facebook page. 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 <a href="http://de-de.facebook.com/policy.php">http://de-de.facebook.user account.policy.php</a>. If you do not want Facebook to be able to assign your visit to our site to your private Facebook page. 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 <a href="http://de-de.facebook.com/policy.php">http://de-de.facebook.user account.please log out of your 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. The legal basis for the processing of your personal data within the scope of using Twitter is Art. 6 (1) S. 1 lit. f) DSGVO. We have a legitimate interest in ensuring that content "re-tweeted" by yourself through Twitter on our website is also displayed on your private Twitter page. 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: <a href="http://instagram.com/about/legal/privacy/">http://instagram.com/about/legal/privacy/</a>. The legal basis for the processing of your personal data within the scope of the use of Instagram is Art. 6 (1) S. 1 lit. f) DSGVO. We have a legitimate interest in ensuring that content integrated by Instagram on our site, marked by yourself with the Instagram button, is also displayed on your private Instagram page.

**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 <a href="https://www.google.de/intl/de/policies/privacy">https://www.google.de/intl/de/policies/privacy</a>. The legal basis for the processing of your personal data within the scope of using YouTube plug-ins is Art. 6 (1) S. 1 lit. f) DSGVO. We have a legitimate interest in integrating YouTube plug-ins for the purpose of designing an informative website within the conditions of use specified by YouTube.

Aachen, May 2021 Aachen-Laurensberger Rennverein e.V. (ALRV)