

Changes to these **GTC / CAMPUS GTC / Show Ground Regulations / Data Privacy Policy** - For legal and/or organizational reasons, changes or adjustments to our GTC / CAMPUS GTC / Show Ground Regulations / Data Privacy Policy may be necessary from time to time. Therefore, please note the current version in this regard.

#### **GTC / CAMPUS GTC / Show Ground Regulations / Data Privacy Policy**

CONTENT:

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

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

These general terms and conditions ("GTC") 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 (entrance tickets and accreditations in sense of these GTC together as "entrance tickets") 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 these GTC and available online at [www.chiaoachen.com](http://www.chiaoachen.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 para. 808 BGB (German Civil Code), and fulfilling any further applicable admission requirements (e.g. according to § 9). 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 entrance ticket holder shall provide a suitable official identification document (identity card, passport, registration certificate, etc.) in each case and present such device upon request of the Host and/or the security personnel. Upon request by the Host, the holder of an entrance ticket shall be obliged - taking into account the requirements of data protection law - to state by which means and at what price the entrance ticket was purchased; this may as well include naming the seller, if applicable.

(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.chiaoachen.de](http://www.chiaoachen.de). 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**

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

(2) The Host reserves the right, at its sole discretion, to limit the procurement channels for entrance ticket orders and/or the total number of entrance tickets available for sale at an event and for individual Customers, to grant or refuse discounts and/or preferential terms.

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

(1) On the Customer's request the entrance tickets will be dispatched at the purchaser's own cost by post. A shipping fee that is determined by contract in individual cases is incurred for the postal dispatch.

(2) In case of a short-term order, in individual cases at the discretion of the Host, 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 a suitable official identification document (identity card, passport, etc.).

##### **§ 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**

(1) For the purpose of preventing the unauthorised transfer of entrance tickets, in particular to avoid any speculation, and to maintain the broadest possible supply of entrance tickets to potential spectators at reasonable prices, it is a matter of legitimate interest for the Host as well as the spectators to restrict the transfer of entrance tickets appropriately.

(2) 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 publically 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.); or
- 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; or
- c) from transferring entrance tickets regularly and/or in a greater quantity; or
- d) from selling or transferring tickets to commercial or industrial resellers and/or ticket merchants; or
- 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 entrance ticket holder also fulfills the reduction requirements of the entrance ticket concerned, unless the new entrance 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.de](http://www.chioaachen.de)) and in the manner specified on the secondary market platform; or
- b) if (i) the Customer expressly indicates to the new entrance ticket holder the validity and the content of these GTC, (ii) the new entrance ticket holder agrees with the validity of these GTC between him/her and the Host, (iii) the new owner agrees to the transfer of his name, address and date of birth to the Host as well as to the processing of this data by the Host for the execution of the contract and (iv) the Host (in particular due to protection or hygiene measures prescribed by the association, the authorities or the law, but in each case in accordance with applicable data protection law), stating the personal data of the new owner (regularly name, address, date of birth), agrees to the transfer of this data to the Host is informed in a timely manner about the name of the new entrance ticket holder and the transfer of the entrance ticket or if the Host has conclusively declared the transfer to the new entrance ticket holder to be admissible.

#### **§ 7 – Data of the new entrance ticket holder**

The processing of the data of the new entrance ticket holder (regularly name, address and date of birth) shall be effected as part of the fulfilment of the contracts between the entrance ticket holder and the Host as well as between the entrance ticket holder and the Customer according to Art. 6 (1) S. 1 b) DSGVO. In addition, this data processing shall be effected to safeguard the legitimate interests of the Host (cf. § 5 (1)) in accordance with Art. 6 para. 1 S. 1 f) DSGVO.

#### **§ 8 Measures 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 entrance ticket holder access to the Show Ground without compensation or to expel said entrance 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;
- d) to impose a contractual penalty on the Customer in accordance with § 12.

#### **§ 9 - Specific access conditions**

For good cause, e.g. due to protection and hygiene measures prescribed by an association, the authorities or by law, or in the context of a (partial) exclusion of spectators, the Host shall be entitled (and, if applicable, obliged), in accordance with the applicable data protection law, to stipulate specific access conditions and to enforce respective compliance. In particular, the Host shall be entitled

- a) to make the purchase of entrance tickets and/or admission to the Show Ground subject to certain requirements or proof (e.g. proof of health or vaccination status; masks) and to demand these proofs to be presented by the entrance ticket holder upon admission to or on the Show Ground. In case the entrance ticket holder does not comply with the applicable requirements, the Host shall be entitled to refuse the purchase of the entrance ticket or admission to the Show Ground or expel the Customer or entrance ticket holder from the Show Ground.
- b) to set up specific admission time windows for certain entrance ticket holders. In such case, the latter shall be obliged to comply with such time windows. In case of intentional or negligent non-compliance, the entrance ticket holder may be denied access to the Show Ground without compensation.
- c) to make access to and stay on the Show Ground subject to additional rules, regulations and requirements (e.g. provision of further personal data). The applicable rules, regulations and requirements will be made available to the Customers in due time and shall be observed by all entrance ticket holders. Appropriate instructions from the Host, the police and/or security personnel must be followed.

In case the specific access conditions have already been announced at the time of ticket purchase, there shall be no right of withdrawal or, at the latest, the right of withdrawal shall expire with each admission to the Show Ground within the scope of the specific access conditions.

#### **§ 10 - Measures in case of violation of the special access conditions**

In addition to § 9 lit. a, b and c, the Host shall be entitled to impose the measures mentioned therein for good cause in case a entrance ticket

holder violates the special access conditions. In particular, the Host shall be entitled to deny the entrance ticket holder access to the tournament site in the event of such violations or to expel him/her from the tournament site and to exclude him/her from purchasing entrance tickets for an appropriate period of time.

#### **§ 11 - Responsibility and infection-risks**

Every entrance ticket holder shall be obliged to inform himself in due time before each event about possible postponements, spectator exclusions and applicable protection and hygiene regulations. In this regard, latest information are available at [www.chioaachen.de](http://www.chioaachen.de). Each entrance ticket holder acknowledges that he/she may become infected with (viral) diseases in the course of attending an event. By attending an event, the Customer shall be deemed to have consciously accepted this risk.

#### **§ 12 - 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 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.

#### **§ 13 - Loss of entrance tickets**

The Host shall immediately be notified 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 the notification. In case of a loss, the entrance ticket will be reissued after notification 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 Host shall file a criminal complaint.

#### **§14 - Postponement/cancellation of the event / exclusion of spectators**

(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; fees already incurred in the interest of the Customer (e.g. shipping and handling fees) shall 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; fees already incurred in the interest of the Customer (e.g. shipping and handling fees) shall not be refunded in any case.

(4) In case of a cancellation of the event or, in accordance with a competent association or authority, an event taking place wholly or partly without spectators, the Customers concerned shall receive the ticket price paid on presentation or mailing of the respective entrance ticket; fees already incurred in the interest of the Customer (e.g. shipping and handling fees) shall not be refunded.

(5) In these cases, the Host shall not be liable to the Customer for futile expenses (e.g. futile travel and accommodation costs).

#### **§ 15 - Relocation**

The Customer acknowledges that the Host shall be entitled, for good cause, e.g. due to protective or hygiene measures imposed by associations, authorities or the law and requirements to maintain distance spaces, e.g. in the context of pandemic control, to allocate seats to the Customer that differ from the seats ordered; in this case, the Customer shall have no claim to compensation. The new seat may correspond to a different price category; in case of a lower category, a respective refund of the difference (excluding actual fees incurred) shall be effected after conclusion of the event; in case of a higher category, no additional charge shall be charged.

#### **§ 16 - 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 substitute for the respective event shall 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.

#### **§ 17 - Animals are not permitted**

Animals are not permitted on the show grounds, with the exception of seeing-eye dogs according to para. 33 (1) S. 1 of the German Social Code V as well as comparable dogs of assistance.

#### **§ 18 - 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 assigned by the Host at the show ground.

#### **§ 19 - 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.

#### **§ 20 - Recordings of the entrance ticket holder**

For the purposes of public reporting and advertising of the respective event, the Host and the competent association or third parties

commissioned or otherwise authorised by them in each case (e.g. radio, press) may independently create image and sound recordings that may show the entrance ticket holder as a spectator in accordance with Art. 6 (1) S. 1 f) DSGVO and use them for these purposes. The legitimate interest of the Host or third parties commissioned or otherwise authorised by the Host in each case (e.g. radio, press) is to position and exploit the event in the media. Further information can be found in the Host's current data protection declaration, available at [www.chioaachen.de](http://www.chioaachen.de). 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.

#### **§ 21 – No right of withdrawal**

Notwithstanding the fact that the Host offers entrance tickets via distance communication according to para. 312c (2) of the German Civil Code and thus a distance communication agreement may exist pursuant to para. 312c (1) of the German Civil Code, the two-week right of withdrawal and return for the Customer pursuant to para. 312g (2) no. 9 of the German Civil Code shall be excluded. Therefore, each offer or order of entrance tickets shall be binding immediately after confirmation by the Host and obliges acceptance and payment.

#### **§ 22 - 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.de](http://www.chioaachen.de)). This includes mailings with information regarding the relevant event. During existing contractual relationships, the Customer shall be obliged to inform the Host of any change in his contact details without undue delay.

#### **§ 23 – 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.

#### **§ 24 - 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.

#### **§ 25 – Equality**

To the extent the masculine form is used in these GTC and the Show Ground Regulations, the designation shall apply to female and diverse persons accordingly.

#### **§ 26 - 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.

#### **§ 27 – Changes**

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

### **B) 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](http://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](http://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](http://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 an 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 indemnify 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](http://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-à-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](http://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 [www.chioaachencampus.de](http://www.chioaachencampus.de).

(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.

## C) Show Ground Regulations

### § 1 Scope

- (1) The show ground regulations apply to the entire show grounds of the Aachen-Laurensberger Rennverein e.V. ("**ALRV**" or "**organizer**"), including the adjacent cross-country course, including all facilities and equipment, including all entrances and exits as well as the adjacent parking areas of the ALRV, which are available to visitors to the events ("**show grounds**").
- (2) The show ground regulations apply to all persons entering the tournament site. By way of example - but not exhaustively - these are ticket holders / tournament pass holders, spectators / visitors, guests / guests of honor, employees / staff / volunteers, participants and their companions / helpers, holders of a corresponding authorization / tournament pass, service companies / suppliers / customers, etc. The show ground regulations apply for all events of the ALRV which are held at the show grounds.
- (3) The show grounds serve primarily for staging equestrian events.

### § 2 Sojourn

- (1) Only persons, who have a valid 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) 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 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) For public reporting and advertising of the event in question, the ALRV and the respective responsible association or third parties commissioned or otherwise authorized by them (e.g. radio, press) may, in accordance with Art. 6 para. 1 sentence 1 f) GDPR, independently of each other, create image and sound recordings that may show the persons on the tournament grounds as spectators and use them for these purposes. The legitimate interest of the ALRV or third parties commissioned or otherwise authorized by the ALRV (e.g. radio, press) is to position and exploit the event in the media. A person shown may have a right to

object in accordance with Art. 21 GDPR.

### § 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, entry/entry fee or credit for the CHIO Aachen CAMPUS-Shop is not possible.

### § 4 Video Surveillance

In order to ensure security on the tournament grounds and to support the work of the regulatory and law enforcement authorities, the tournament grounds and, in some cases, the area surrounding the tournament grounds are video-monitored in accordance with Art. 6 para. 1 sentence 1 f) GDPR. Corresponding recordings are treated confidentially by the ALRV, but can serve as evidence, especially in the event of suspicion and/or the occurrence of criminal offenses. If an event recorded by video camera is carried out without incident, the recordings will be deleted in accordance with the applicable data protection regulations, in particular the GDPR and the BDSG. Insofar as regulatory and law enforcement authorities use video surveillance systems on the tournament site and in its vicinity for the purpose of averting danger and prosecution, this is done under their own responsibility within the meaning of Art. 4 No. 7 GDPR.

### § 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 tickets must take the seat in the particular Stadium area which is mentioned on the 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.
- (9) For safety reasons, only a limited number of wheelchair spaces are available for each event. Pre-registration is required for this area. Parking and transportation can only be arranged after pre-registration

### § 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 seeing-eye dogs according to para. 33 (1) S. 1 of the German Social Code V as well as comparable dogs of assistance
  - (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) There is an absolute ban on smoking and consumption of cannabis on the tournament grounds, in particular for the protection of children and families.
  - (4) In the event of violations of the aforementioned prohibitions, the organizer and personnel commissioned by the organizer are entitled to expel ticket holders, customers and guests from the tournament grounds at any time without compensation.
  - (5) Suitcases and larger pieces of luggage are only allowed on to the show grounds if it has been authorised in advance.
  - (6) 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) Any decoration and/or advertising for commercial/commercial purposes during the events is prohibited to visitors without the express permission of the organizer. The distribution of flyers, advertising material, magazines and the like on the entire tournament grounds is only permitted with the approval of the organizer, irrespective of other official regulations.

#### **§ 7 Specific access conditions**

For good cause, e.g. due to protection and hygiene measures in the context of a (partial) exclusion of spectators, the ALRV shall be entitled (and, if applicable, obliged) to set specific access conditions within in accordance with the applicable data protection law and to enforce respective compliance. In particular, the Host shall be entitled

- a) to make the purchase of tickets and/or admission to the Show Ground subject to certain requirements or proof (e.g. proof of health or masks) and to demand these proofs to be presented by the entrance ticket holder upon admission to or on the Show Ground. In case the entrance ticket holder does not comply with the applicable requirements, the Host shall be entitled to refuse the purchase of the entrance ticket or admission to the Show Ground or expel the Customer or entrance ticket holder from the Show Ground.
- b) to set up specific admission time windows for certain entrance ticket holders. In such case, the latter shall be obliged to comply with such time windows. In case of intentional or negligent non-compliance, the entrance ticket holder may be denied access to the Show Ground without compensation.
- c) to make access to and stay on the Show Ground subject to additional rules, regulations and requirements (e.g. provision of further personal data). The applicable rules, regulations and requirements will be made available to the Customers in due time and shall be observed by all entrance ticket holders. Appropriate instructions from the Host, the police and/or security personnel must be followed.

#### **§ 8 Duty to inform and risk of infection Responsibility and infection-risks**

All persons authorised to enter the Show Grounds shall be obliged to inform themselves in due time before each event about possible postponements, spectator exclusions and applicable protection and hygiene regulations. In this regard, latest information are available at [www.chioaachen.de](http://www.chioaachen.de). Each entrance ticket holder acknowledges that he/she may become infected with (viral) diseases in the course of attending an event. By attending an event, the Customer shall be deemed to have consciously accepted this risk.

#### **§ 9 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.

#### **§ 10 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.

#### **§ 11 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.).

#### **§ 12 Children/Minors/Wards**

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

#### **§ 13 Amendment of the stadium regulations**

The ALRV may amend the stadium regulations at any time and without giving reasons. Each new edition of the showground rules automatically replaces any previous edition and thus supersedes it. The tournament site regulations valid at the time of entry shall apply.

### **D) 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 by email [datenschutz@chioaachen.de](mailto:datenschutz@chioaachen.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 place 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 automated 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 [www.chioaachen.com](http://www.chioaachen.com) and [www.chioaachencampus.de](http://www.chioaachencampus.de).

**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) (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: <https://www.sap.com/germany/about/legal/privacy.html>.

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: <https://www.uniserv.com/datenschutz/>).

Personal data (acc. to Art. 6 (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 2021/914/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@chioaachen.de](mailto:datenschutz@chioaachen.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 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: <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,

**Ticket shop and contact tracing** - To the extent that the ALRV is obliged to do so by law or on the basis of protective or hygiene measures prescribed by the authorities or associations, the ALRV will inform the competent authority in the event of suspected infection or proven infection of the Cardholder or a contact person of the Cardholder with a virus associated with a force majeure event in order to comply with its obligations in this regard with regard to tracing and containing possible sources of infection. The collection and subsequent transfer of data is based on Art. 6 (1) (c) DSGVO, Art. 9 (2) (i) DSGVO. If personal data are requested by the competent authority, the latter is responsible for the further processing of the data.

The data transmitted to the ALRV in connection with the purchase, (re)personalisation and activation of tickets (see above Ticket Shop) will be kept by the ALRV and, if necessary, transmitted to the competent authority in accordance with the aforementioned paragraph.

All aforementioned personal data will be deleted when it is no longer required for the purposes for which it was collected. As a rule, this personal data will be deleted no later than four (4) weeks after the end of the event, unless the ALRV is obliged to store it for a longer period of time due to legal regulations or due to protective or hygiene measures stipulated by the authorities or associations.

**Websites/Internet presence** - 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 will only be passed on to third parties without your explicit consent in the following cases: (i) if an explicit consent has been granted in accordance with Art. 6 (1) S. 1 (a) DSGVO, (ii) if the transfer in accordance with Art. 6 (1) S. 1 (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 nontransfer of the respective data, (iii) if the transfer in accordance with Art. 6 (1) S. 1 (c) DSGVO, (iv) if this is legally admissible and required pursuant to Art. 6 (1) S. 1 (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 [datschutz@chioaachen.de](mailto:datschutz@chioaachen.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: <https://blackhorse-one.com/privacy>.

**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. To the extent 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. In some cases, cookies from third-party companies may also be stored on your end device when you enter our site (third-party cookies). These enable us or you to use certain services of the third-party company (e.g. cookies for range measurement or integration of third-party content).

Cookies have various functions. Some cookies are technically necessary, as certain website functions would not work without them (e.g. language settings and cookie consent). Other cookies are used to evaluate user behaviour or display advertising (performance cookies). Technically necessary cookies are stored on the basis of Art. 6 (1) (f) DSGVO, unless another legal basis is specified. The website operator has a legitimate interest in storing cookies for the technically error-free and optimised provision of its services.

Consent (Art. 6 (1) S. 1 (a) DSGVO) is obtained for cookies that are not technically necessary. If consent to the storage of cookies has been requested, the storage of the cookies in question is based exclusively on this consent. The consent can be revoked at any time with effect for the future.

We use the "Borlabs cookie" as a so-called consent tool to request consent for data processing or the use of cookies or comparable functions. With the help of the consent tool, you have the possibility to give or refuse your consent for certain functionalities of our website, e.g. for the purpose of integrating external elements, integrating streaming content, statistical analysis, range measurement and personalised advertising. You can use the consent tool to give or refuse your consent for all functions or to give your consent for individual purposes or individual functions. The settings you have made can also be changed by you afterwards or the consents can be completely revoked. The purpose of integrating the Consent Tool is to allow users of our website to decide on the aforementioned matters and, in the course of further use of our website, to offer them the opportunity to change settings they have already made. In the course of using the Consent Tool, we regularly process the following personal data: Your consent(s) or revocation of your consent(s), your IP address, information about your browser, information about your terminal device, time of your visit to the website.

The legal basis for the use of the Consent Tool is Art. 6 (1) S. 1 (c) DSGVO, as this obtains the legally required consents for the use of certain technologies.

You can find an overview of the cookies we use, information about them and setting options [HERE](#) in our Consent Tool.

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** - Insofar as you have given your consent, Google Analytics, a web analysis service by Google LLC, is used on this website. The responsible entity for users in the EU/EEA and Switzerland is Google Ireland Limited, Google Building Gordon House, 4 Barrow St, Dublin, D04 E5W5, Ireland ("Google").

Google Analytics uses "cookies", which enable an analysis of your usage of our websites. The information on your utilisation of this website that is generated by the cookies is generally transferred on to a Google server in the USA and stored there. The anonymisation of IP addresses is activated by default. Due to IP anonymisation, your IP address will be truncated by Google within member states of the European Union or in other contracting states to the Agreement on the European Economic Area. According to Google, the IP address transmitted by your browser as part of Google Analytics is not merged with other Google data. During your visit to the website, your user behaviour is recorded in the form of "events". Events collected may include: page views, first visit to the website, start of session, your "click path", interaction with the website, scrolls (whenever a user scrolls to the bottom of the page (90%)), clicks on external links, internal searches, interaction with videos, file downloads, ads seen / clicked, language preference. Also recorded: Your approximate location (region), your IP address (in shortened form), technical information about your browser and the end devices you use (e.g. language setting, screen resolution), your internet provider, the referrer URL (via which website/ via which advertising medium you came to this website). On behalf of the operator of this website, Google will use this information for the purpose of evaluating your anonymous use of the website and compiling reports on website activity. The reports provided by Google Analytics are used to analyse the performance of our website.

Recipients of the data are/could be: Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland (as processor according to Art. 28 DSGVO); Google LLC, 1600 Amphitheatre Parkway Mountain View, CA 94043, USA; Alphabet Inc, 1600 Amphitheatre Parkway Mountain

View, CA 94043, USA. It cannot be ruled out that US authorities will access the data stored by Google. Insofar as data is processed outside the EU/EEA and there is no level of data protection corresponding to the European standard, we have concluded EU standard contractual clauses with the service provider to establish an appropriate level of data protection. The parent company of Google Ireland, Google LLC, is based in California, USA. A transfer of data to the USA and access by US authorities to the data stored by Google cannot be ruled out. The USA is currently considered a third country from a data protection perspective. You do not have the same rights there as within the EU/EEA. You may not have any legal remedies against access by authorities.

The data sent by us and linked to cookies are automatically deleted after 30 days. Data whose retention period has been reached is automatically deleted once a month.

The legal basis for this data processing is your consent pursuant to Art. 6 (1) (a) DSGVO. You can revoke your consent at any time with effect for the future by calling up the settings [HERE](#) and changing your selection there. The lawfulness of the processing carried out on the basis of the consent until the revocation remains unaffected.

**Data privacy policy for the use of Google Maps** - On our orientation page to the "CHIO Aachen Village", we use services of Google LLC, 1600 Amphitheatre Parkway Mountain View, CA 94043, USA ("Google"), in order to facilitate your orientation in the "CHIO Aachen Village". The responsibility for the data protection compliant operation of this service is guaranteed by Google. Google has its place of business partly outside the EU or the EEA - an adequate level of data protection according to the GDPR may therefore not exist. In order to ensure data protection on our website, we only use Google Maps together with the so-called "two-click" solution. This application prevents the use of Google Maps integrated on our website from transmitting data to Google when you first enter the page. Only when you activate Google Maps by clicking on the associated button ("Discover the CHIO Aachen Village"), a direct connection to the provider's server will be established (consent). As soon as you activate the plugin, Google receives the information that you have visited our site with your IP address. At the same time, Google may place cookies on your terminal device, unless you have prohibited the use of cookies in your browser, or read cookies. Location data may also be collected if you allow this in your browser. Activating the plug-in constitutes consent within the meaning of Art. 6 (1) S. 1 (a) DSGVO. You can revoke this consent at any time with effect for the future. The purpose and scope of data collection by Google and the further processing and use of your data there, as well as your rights in this regard and setting options for protecting your privacy, can be found in Google's privacy policy at: <https://policies.google.com/privacy?hl=de>.

**Data privacy policy for the use of Facebook plug-ins (Like button)** - Plug-ins of the social network Facebook, provider: Meta Platforms Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland („Meta“) 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/>. To ensure data protection on our website, we only use these plugins with your consent. The integration of our consent tool prevents the plugins integrated on our website from transmitting data to the respective provider when you first enter the page. Only with your consent to the use of the plugin (and, if applicable, by activating the plugin), a direct connection to the provider's server is established. In this way, Meta 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 Meta to assign your visit to our site to your user account. At the same time, Meta may place cookies on your terminal device, unless you have prohibited the use of cookies in your browser, or read cookies. Location data may also be collected if you allow this in your browser. The legal basis for the processing of your personal data within the scope of the use of Facebook plug-ins is Art. 6 (1) S. 1 (a) DSGVO.. You can revoke your consent at any time with effect for the future by accessing the settings [HERE](#) and changing your selection there. The lawfulness of the processing carried out on the basis of the consent until the revocation remains unaffected by this. 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 Meta. Further information on this subject can be found in the data privacy policy of Facebook/Meta at <http://de-de.facebook.com/policy.php>. If you do not want Meta 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 X** - Functions of the X service are integrated into our website. These functions are offered by X Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103, USA. On using X and the "Re-tweet" function the websites you visit are linked to your X account and made known to other users. Hereby data is also transmitted to X. To ensure data protection on our website, we only use these functions with your consent. The integration of our Consent tool prevents the X functions integrated on our website from transmitting data to the provider when you first enter the page. A direct connection to the provider's server is only established with your consent to the use of the X functions (and, if applicable, by activating the function). X thereby receives the information that you have visited our site with your IP address. At the same time, X may place cookies on your terminal device, unless you have prohibited the use of cookies in your browser, or read cookies. Location data can also be collected if you allow this in your browser. The legal basis for the processing of your personal data within the scope of using X is Art. 6 (1) S. 1 (a) DSGVO. You can revoke your consent at any time with effect for the future by accessing the settings [HERE](#) and changing your selection there. The lawfulness of the processing carried out on the basis of the consent up to the revocation remains unaffected by this. 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 X. Further information on this subject can be found in the data privacy policy of X at <http://X.com/privacy>. You can change your data privacy settings on X under the account settings at <http://X.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 Meta Platforms Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland („Meta“). 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 in the following. This enables Instagram to assign your visit to our site to your user account. To ensure data protection on our website, we only use these functions with your consent. The integration of our consent tool prevents the Instagram functions integrated on our website from transmitting data to the provider when you first enter the page. A direct connection to the provider's server is only established with your consent to the use of the Instagram functions (and, if applicable, by activating the function). Meta thereby receives the information that you have visited our site with your IP address. At the same time, Meta may place cookies on your end device, unless you have prohibited the use of cookies in your browser, or read cookies. Location data may also be collected if you allow this in your browser. The legal basis for the processing of your personal data in the context of the use of Instagram is Art. 6 (1) (a) DSGVO. You can revoke your consent at any time with effect for future by accessing the settings [HERE](#) and changing your selection there. The lawfulness of the processing carried out on the basis of the consent until the revocation remains unaffected. We would like to point out that we, as the provider of the pages, have no knowledge of the content of the transmitted data or its use by Instagram/Meta. You can find more information on this in the privacy policy of Instagram/Meta: <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. To ensure data protection on our website, we only use these plugins on pages equipped with a YouTube plugin. The integration of our consent tool prevents the plugins integrated on our website from transmitting data to the respective provider when you first enter the page. Only with your consent to the use of the plugin (and, if applicable, by activating the plugin), a direct connection to the servers of YouTube to the server of the provider is established. In the process, the YouTube server is informed which of our pages you have visited. At the same time, YouTube may place cookies on your terminal device, unless you have prohibited the use of cookies in your browser, or read cookies. Location data may also be collected if you allow this in your browser. 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>. The legal basis for the processing of your personal data within the scope of using YouTube plug-ins is Art. 6 (1) S. 1 (a) DSGVO. You can revoke your consent at any time with effect for the future by accessing the settings [HERE](#) and changing your selection there. The lawfulness of the processing carried out on the basis of the consent until the revocation remains unaffected.

**Aachen, Juni 2024**

**Aachen-Laurensberger Rennverein e.V. (ALRV)**