

Amendments to these **GTC<sup>1</sup> / CAMPUS GTC / Show Ground Regulations / Data Privacy Policy** - For legal and/or organizational reasons, amendments 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
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## **A) General Terms and Conditions (GTC)**

### **1. Scope**

The following General Terms and Conditions ("**GTC**") shall apply to the legal relationship constituted by the order, the purchase and/or use of tickets for events and/or accreditations (e.g. for service providers or guests etc. of the ALRV [tickets and accreditations within the meaning of the GTTC together „**Tickets**“]) for events of the ALRV of the Aachen-Laurensberger Rennverein e.V., Albert-Servais-Allee 50, 52070 Aachen / Postfach 50 01 01, 52085 Aachen, Germany („**Host**“) from the Host or other authorised third-party provider, and for the attendance at the show grounds in and around the Albert-Servais-Allee 50 in 52070 Aachen ("**Event Site**"). By purchasing or using the tickets, the respective purchaser of the tickets ("**Customer**") accepts the validity of the GTTC. It is irrelevant whether the tickets are issued to the Customer as a paper ticket or Print@Home ticket or mobile ticket.

### **2. Request**

**2.1 Procurement:** All Ticket orders will be processed according to the date of receipt. The Host's offers shall be subject to change. Tickets for Events organised by the Host may only be purchased from the Host or from an authorised third-party provider. Whether a third-party provider is authorised by the Host may be inquired from the Host via the contact details specified in Section 13 ("**Contact**"). Platforms such as viagogo, Global Ticket, StubHub etc. are expressly not authorised third-party providers and cannot offer valid tickets. If provisions deviating from these GTC apply to the purchase of Tickets from authorised third-party providers, these GTC shall take precedence in the relationship between the Customer and the Host, subject to them having been duly implemented in the purchase process or at the latest upon admission to the Event Site.

**2.2 Order:** In case of online Ticket orders, a personal password will be issued upon registration of the Customer. The Customer shall be responsible for ensuring that no unauthorised third parties have access to his/her password. The Customer shall be liable for all unauthorised use by third parties unless the Customer is not responsible for the respective unauthorised use. In case of online orders of Tickets via the CHIO Aachen ticket shop, the Customer submits a binding offer to conclude a contract with the Host by means of placing his/her order through the online command provided for this purpose. The Host confirms receipt of the contract offer to the Customer online ("**Order Confirmation**"). The Order Confirmation shall not yet be construed as acceptance of the offer and shall be subject to the availability of the Tickets ordered and the consideration of particular circumstances (e.g., safety or health aspects). The contract between the Host and the Customer shall only be concluded (under these GTC) upon transmission of the Tickets (including electronic delivery, e.g., in case of print@home or mobile Tickets or deposit of the Tickets). In case of another order (e.g., by telephone), the contract shall be concluded upon handover or delivery of the Tickets.

**2.3 Authorised Points of Sale:** In case of orders via authorised points of sale the respective contract shall be concluded at the time of transmission (including electronic dispatch, e.g. in the case of print@home or mobile tickets, handover or deposit of the Ticket (Sections 4.3 and 4.4) on the basis of these GTC.

**2.4 Particular Stipulations and BOT purchases:** The Host reserves the right, at its own discretion, to limit the procurement channels for ordering Tickets and/or the total number of Tickets available for an Event or individual Customer s, to grant or deny discounts in accordance with Section 3 and/or privileged conditions, or to provide Tickets without charging any costs or fees.

Irrespective of the method of purchase in accordance with Section 2.1, any ticket purchase using automated procedures designed to circumvent restrictions on the number of Tickets to be purchased by a person or other regulations applicable to the sale of Tickets (so-called BOT purchases) shall be inadmissible and shall entitle the Host to refuse or cancel an order and to impose a contractual penalty in accordance with Section 10.

### **3. Discounted and Combi-Tickets**

**3.1 Entitlement and Proof of Discount:** Entitlement to discounts for the purchase of Tickets is determined in the respective order process in accordance with Section 2. Double discounts shall not be granted. Effective date for the respective entitlement to a discount is the day on which the Event for which a ticket is purchased is taking place. Proof of the current official certificate entitling the Customer to a discount must be presented upon request when purchasing the Ticket and be available upon admission to the Event Site and be presented upon request by the Host or security personnel. Customers who do not bring or do not possess a valid certificate may be refused admission to the Event Site; the refused Customer shall not be entitled to any compensation or reimbursement of expenses.

<sup>1</sup> For ease of interpretation, use is made of the generic masculine. This is not meant to imply discrimination of any kind within the meaning of Section 1 AGG.

**3.2 Transfer and Upgrade:** For the transfer of discounted Tickets, the provisions in Section 7 shall apply subject to the additional condition that a transfer shall only be permitted if the new Ticket holder likewise fulfils the respective discount requirements and provides proof thereof in accordance with Section 3.1, except for cases where the new Ticket holder pays a surcharge in the amount of the difference between a discounted and a non-discounted Ticket for the respective Event ("**Upgrade**") prior to entering the Event Site. The Host may charge a service, processing and, if applicable, a shipping fee for the Upgrade in accordance with the price list.

**3.3 Customised Tickets:** The Host may, at its own discretion, issue Tickets without charging any costs or fees ("**Customised Tickets**"). The issuance of Customised Tickets is always linked to a specific purpose, which is specified by the Host separately. Therefore, specific regulations deviating from the regulations for regular Tickets in accordance with these GTC may apply.

**3.4 Combi-Tickets:** The Host may, at its own discretion, offer Tickets in combination with the entitlement for the Customer to use local public transport throughout the respective tariff area for the purpose of arriving at and departing from the Event Site ("**Combi-Ticket**"). The sole responsibility for the transport service with the Combi-Ticket shall remain with the respective public transport operator. The price of the Combi-Ticket is included in the price list as part of the total Ticket price and is, therefore, charged irrespective of the actual use of the transport service by the Customer. There shall be no pro rata refund in case of non-utilisation.

## **4. Prices and Payment, Delivery**

**4.1 Prices and Payment:** The Ticket price shall be subject to the price list of the Host in effect at the time of the order - which is available in the CHIO Aachen ticket shop or, if applicable, at any authorised third-party provider. Orders shall only be processed with the accepted payment methods (e.g., credit card, PayPal, Sofortüberweisung, invoice in case of timely orders by telephone) specified in the respective order process according to Section 2. In addition to the Ticket price and any shipping fees in accordance with Section 4.2, the Host may charge the Customer a reasonable service fee (e.g., advance booking fee, telephone order fee) for services provided in the Customer's interest.

In case of failure of payment for reasons attributable to the Customer (e.g., insufficient credit card or bank account funds, chargeback, failure of payment within the payment term specified in the invoice), the Host shall be entitled to cancel the order without refund or to suspend the respective Tickets; they shall lose their validity. Any additional costs incurred shall be reimbursed by the Customer. The Host reserves the right to claim further compensation for damages.

**4.2 Postal Delivery:** At the Customer's request, the Tickets will be sent by postal delivery at the Customer's expense. For postal delivery, a handling fee shall be charged, which shall be contractually agreed on a case-by-case basis. The Host shall be free to choose the shipping provider at its own discretion.

**4.3 Electronic Delivery:** In case of transmission of electronic Tickets (e.g., print@home, or mobile Tickets), the ordered Tickets will be sent to the Customer electronically (e.g., by e-mail) through a QR code and in PDF format. For electronic Tickets, no shipping fees will be charged. The QR code for admission to the Event Site must be made permanently available on the smartphone or printed out clearly readable on A4 paper and brought to the Event. Non-readable QR codes or printouts not attributable to a fault of the Host shall generally not entitle to admission to the Event Site.

**4.4 Deposit:** Where Tickets are ordered at short notice, the Host may, in individual cases and at its own discretion, agree to deposit the Tickets for collection with the Host. Tickets may only be collected by the Customer, or a third party authorised in writing by the Customer on presentation of a valid official identification document (identity card, etc.).

## **5. Revocation, Withdrawal**

**5.1 No Right of Revocation and Withdrawal:** Even if the Host or an authorised third-party provider offers Tickets via distance communication methods within the meaning of Sect. 312c para. 2 BGB and thus a distance selling contract may exist in accordance with Sect. 312c para. 1 BGB, in accordance with Sect. 312g para. 2 No. 9 BGB, the Customer shall not be entitled to right of revocation or withdrawal (either within two weeks or otherwise) when purchasing a ticket. Consequently, any order shall be binding and final and cannot be amended or cancelled subsequently.

**5.2 Exchanges and Return:** Exchanges and return of Tickets shall be generally excluded. In individual cases, Tickets may be returned or refunded purely as a gesture of goodwill and at the discretion of the Host; in this case, the Host may charge a handling fee; any corresponding claim of a customer shall be excluded. To the extent that a Customer is unable to use his/her Ticket for personal reasons (e.g., illness), the Ticket may exceptionally be transferred to a third party in accordance with the provisions of Section 7.3.

## **6. Complaint, Defect, Loss**

**6.1 Ticket Complaints:** All questions relating to Tickets, regardless of its nature (paper Ticket, Print@Home Ticket or mobile Ticket) shall be clarified with the Host exclusively. The Customer shall be obliged to check both the Order Confirmation and the Ticket immediately and conscientiously after receipt to ensure that they are free of errors, in particular with regard to quantity, price, date, Event and Event Site. Complaints about Tickets and/or Ticket orders that are recognisably incorrect must be made in text form (e-mail is sufficient) or by post to the Contact and without undue delay, as a rule within five (5) working days of receipt of the Order Confirmation or Ticket. In case of other orders in accordance with Section 2.2, in which the Ticket is handed over, and/or for deposited Tickets in accordance with Section 4.4, the complaint must be made without undue delay; otherwise, the previous provision shall apply accordingly. If the complaint is justified and made in good time, the Host will issue the Customer with a new Ticket free of charge in return for the deletion or handover in hard copy of the Ticket in question. The provisions on complaints expressly shall not apply to Tickets lost in transit in accordance with Section 6.3 or to Tickets that were not ordered, or to cases in which the reason for the complaint is provably attributable to fault on the part of the Host.

**6.2 Defect, print@home/mobile-Ticket:** Defective print@home or mobile Tickets that are not displayed due to a defective mobile phone or low battery, or Tickets that contain incorrect personal data, will be rejected at the entrance to the Event Site. The Host shall not be responsible for defective, lost, or stolen Tickets and shall not be obliged to reissue such Tickets unless the defect of a Ticket or other complications relating to the access procedure to the Event Site are entirely or predominantly attributable to the Host. In this case, the Host shall, as far as possible and subject to the legitimation of the Ticket holder, either rectify the defect or block the ticket in question after notification of the defect and issue

a new Ticket to the Ticket holder on presentation of sufficient proof.

**6.3 Loss of Tickets:** The Host must be informed of any involuntary loss of Tickets purchased from the Host via the Contact in text form (e-mail is sufficient) or by post without undue delay. The Host shall be entitled to cancel these Tickets immediately after the respective notification. In case of loss of a Ticket subject to electronic access control, a new Ticket can be issued following notification, blocking of the original Ticket and verification of the Customer's identity, provided that the Customer submits a corresponding affidavit regarding the loss of the Tickets. Service and processing fees amounting to 20% of the face value of the Ticket may be charged for the reissue, except where the Host or third parties commissioned by the Host are provably responsible for the loss. In case of fraudulent notification of loss, the Host may file a criminal complaint. For security reasons, it shall not be possible to reissue other lost Tickets.

## **7. Transfer of Tickets**

**7.1 Legitimate Interest:** To prevent the unauthorised resale of Tickets, in particular for safety reasons, to prevent price speculation on Tickets, to maintain the greatest possible variety of fans with Tickets at socially compatible prices, it is in the legitimate interests of both the Host and the Customers and spectators, to appropriately restrict the unauthorised resale of Tickets.

**7.2 Prohibited Resale and Purchase:** Tickets are sold exclusively for private use. The purchase of Tickets intended for commercial or public resale shall be prohibited and shall be the sole prerogative of the Host. Against this background, the Ticket holder is particularly not permitted to,

- a) to offer for sale or transfer and/or resell or pass on Tickets publicly, in particular at auctions or on the Internet (e.g., on eBay, Kleinanzeigen, Facebook) and/or on resale platforms not authorised by the Host (e.g., viagogo, seatwave, StubHub etc.), expressly even if the offer, sale or transfer is effected at no profit or additional charge; or
- b) to transfer Tickets at a higher price than the face value price paid in accordance with the applicable price list (a surcharge of up to 10 % to compensate for transaction costs incurred is permissible); or
- c) to transfer Tickets regularly and/or in large numbers, whether on one tournament day or spread over several tournament days; or
- d) to resell or transfer Tickets to commercial or professional resellers and/or ticket brokers; or
- e) to use Tickets or have them used commercially or profitably without the express prior written consent of the Host, in particular for the purposes of advertising, marketing, as a bonus, as a promotional gift, as a benefit in return or as part of an unauthorised hospitality or travel package; or
- f) to resell or transfer Customised Tickets to persons not fulfilling the purpose linked to the Customised Ticket; or
- g) to resell Tickets if these Tickets were purchased using automated methods intended to circumvent restrictions on the number of Tickets to be purchased by a person (see Section 2.3) or other regulations applicable to the sale of Tickets (so-called BOT purchases); or
- h) to purchase Tickets via so-called BOT-purchases.

**7.3 Permitted Transfer:** The private transfer of a Ticket for non-commercial reasons, in particular in individual cases of illness or other hindrance of the Customer, is permitted to the extent that it does not constitute a case of unauthorised transfer or purchase within the meaning of Section 7.2 and

- a) The Ticket is transferred via an official resale platform provided and communicated accordingly by the Host (available in the CHIO Aachen ticket shop; "**Official Ticket Platform**"), to the extent that the transfer of the Ticket for the respective Event is permissible through the resale platform, and the transfer is effected in the way specified for this purpose on the resale platform.; or
- b) the Customer expressly informs the new holder (1) of the validity and content of these GTC, (2) the new holder agrees to the validity of these GTC between him/her and the Host, (3) the new holder agrees to his/her name, address and date of birth being passed on to the Host and to the processing of this data by the Host for the execution of the contract and (4) the Host (in particular due to externally ordered health or other necessary safety measures, but in each case in accordance with applicable data protection law) is informed in good time of the transfer of the Ticket, stating the personal data of the new holder (regularly name, address, date of birth), or the Host has implicitly declared the transfer to the new holder to be permissible.

**7.4 Official Ticket Platform:** The Host may, at its own discretion, grant the Customer the option of offering a previously purchased Ticket for the specified tournament day for resale to potential recipients via the Official Ticket Platform in accordance with the following provisions.

- a) Before listing a Ticket for resale on the Official Ticket Platform, the Customer must register online on the Official Ticket Platform. In reasonable individual cases, the Host reserves the right to reject offers of Tickets on the Official Ticket Platform. Listing a Ticket does not necessarily lead to a successful resale via the Official Ticket Platform.
- b) As soon as a Customer has placed a Ticket for resale on the Official Ticket Platform, he undertakes not to dispose of his rights arising from this Ticket (e.g. sale, transfer, access to the event) as long as the Ticket is offered for resale. In case of infringement, the Customer shall be liable for any damages or loss arising therefrom. In addition, the Host reserves the right to impose the sanctions set out under Section 7.5 on the Customer or Ticket holder concerned.
- c) The Host shall inform the Customer as soon as the Ticket has been successfully sold on the Official Ticket Platform. Contractual partner of the purchaser on the Official Ticket Platform shall be the Host, not the original Customer. Section 2.2 shall apply accordingly to any orders for Tickets by the purchaser on the Official Ticket Platform. From this point in time, the Customer's offer shall be binding, and the Customer shall forfeit the right of attendance as embodied in his Ticket. The Customer shall receive a credit note from the Host in the amount of the (pro rata) face value price of the respective Ticket less any service, operating and shipping costs incurred by the Host.

**7.5 Sanctions in case of unauthorised Transfers:** In case of one or more violations of the provisions set out in Section 7.2 and/or other unauthorised transfer of Tickets, the Host shall be entitled to a claim for injunctive relief due to the indicated risk of repetition. In addition, the Host shall be entitled,

- a) not to deliver to the Customer and/or to cancel Tickets that have been used in breach of the provisions in Section 7.2 prior to

- handover or delivery to the Customer; and
- b) to suspend and/or cancel the respective Tickets without refund and to deny the holder access to the Event Site without refund or to expel him/her from the Event Site; and
  - c) to exclude Customers involved from purchasing Tickets for a reasonable period of time, up to a maximum of five (5) years, possibly also for events not covered by these GTC; determining the length of the suspension shall be the number of infringements, the number of Tickets offered, sold, transferred or used as well as any revenue generated through resale; and
  - d) not to deliver other Tickets already purchased by the Customer affected from the Host, including for comparable Events, to the Customer affected and to cancel them against reimbursement of the price paid; and/or
  - e) to impose a contractual penalty on the Customer in accordance with Section 10.

**7.6 Data of the new Holder:** The processing of the data of the new Ticket holder (usually name, address and date of birth) shall be carried out to fulfil the contracts between him and the Host and between him and the Customer in accordance with Art. 6 para. 1 sentence 1 b) GDPR. On the other hand, this data processing shall be carried out to safeguard the legitimate interests of the Host (see Section 7.1) in accordance with Art. 6 para. 1 sentence 1 f) GDPR.

## **8. Rescheduling, Abandonment, Cancellation**

**8.1 Open Air Events:** The Customer acknowledges that the Events are mainly open-air events, which means that the start and realisation of the Events are subject to weather conditions and can be influenced by the local weather. Therefore, in case of unforeseen circumstances rendering the respective Event infeasible to take place, the Host shall be entitled to cancel, postpone, reschedule or, if necessary, abandon the respective Event.

**8.2 Rescheduling of the Event:** If an Event is rescheduled or relocated, the Tickets shall remain valid. If the respective Event is rescheduled to a different time of the same date, the Customer has neither a (pro rata) refund of the price paid nor a (partial) right of withdrawal vis-à-vis the Host. In case of a long-term rescheduling (i.e., to another date) or relocation of the respective Event, the Customer may withdraw from the contract. Withdrawal must be declared to the Host in text form (e-mail is sufficient). Upon presentation of the respective Ticket, in case of electronically transmitted Tickets, stating the respective order number in the declaration of withdrawal, the Customer shall, at the Host's discretion, either receive a refund of the Ticket price paid (if applicable on a pro rata basis) or a voucher to the value of the respective Ticket price for use in the Host's ticket shop, unless the allocation of a voucher is deemed unreasonable for the Customer; fees already incurred in the Customer's interest (e.g. shipping and handling fees) shall not be refunded.

**8.3 Abandonment of the Event:** If an Event is cancelled, the Ticket price shall not be refunded unless the Host is responsible for the cancellation; fees already incurred in the interest of the Customer (e.g., shipping and handling fees) shall not be refunded in any case.

**8.4 Cancellation or Exclusion of Spectators:** If an Event is cancelled or must take place in whole or in part behind closed doors in accordance with respective regulations issued by an association or authority, both the Host and the affected Customer shall be entitled to withdraw from the contract for the purchase of Tickets for the affected Event. The cancellation provisions set out under Section 8.2 shall apply.

**8.5 Mandatory Obligation to stay informed:** Every Ticket holder shall be obliged to obtain information about possible rescheduling, spectator exclusions and other applicable regulations in good time prior to an Event. Up-to-date information on this can be found at <https://www.chioaachen.de/de/>.

**8.6 Expenses:** The Host shall not be liable to the Customer for futile expenses (e.g. futile travel and accommodation expenses) in circumstances set out under this Section 8, except where the Host is responsible for the specific circumstance causing the change in the contractual relationship or where a consideration of the conflicting interests of the Customer and those of the Host weighs up for a liability of the Host in the specific case.

## **9. Admission to and Conduct at the Event Site**

**9.1 Right of Admission:** The Host is not prepared to grant admission to Events and the Event Site to all Ticket holders, but in the sense of a legitimation document in accordance with Section 808 BGB only to those who have purchased Tickets as Customers via the procurement channels in accordance with Section 2.1 or as part of a permitted transfer in accordance with Section 7.3 and who fulfil any other applicable admission requirements (e.g., in accordance with Section 9.4). The Host, therefore, only grants admission to the Event Site ("**Right of Admission**") to its Customers who are identifiable by means of individualisation elements embedded in or on the Ticket (e.g., name imprint, barcode and/or QR code, etc.) or to third-party purchasers who have permissibly acquired Tickets in accordance with Section 7.3. As proof of identity, the Customer or the respective Ticket holder shall be obliged to bring a suitable official identification document (e.g., identity card, etc.) and to present it at the request of the Host or security personnel. Tickets offered for sale on unauthorised resale platforms or by other unauthorised third parties shall not constitute a Right of Admission and may in particular be subject to the legal consequences set out in Section 9.3. The Host shall fulfil its obligations with regard to the Right of Admission of the respective Ticket holder by granting admission to the Event(s) only once. The Host shall also be indemnified from its obligation to provide respective services to the Customer if the Ticket holder has not acquired an effective Right of Admission in accordance with this Section. At the request of the Host, the Ticket holders shall be obliged - taking into account data protection regulations - to state how and at what price they purchased the Tickets; this may also include providing the name of the reseller of the Tickets.

**9.2 Event Site Regulations/Domiciliary Rights:** Upon admission to the Event Site, the Customer undertakes to observe the event site regulations, published on-site and permanently available at [www.chioaachen.de](http://www.chioaachen.de). These shall apply upon admission to the Event Site, irrespective of the validity of these GTC. At the Event Site, the instructions of the operator of the venue, the Host and the security service must be followed for the implementation of the domiciliary rights. The Ticket holder shall be obliged to follow the instructions of the stewards, security personnel, police and other personnel commissioned by the Host on the Event Site.

**9.3 Refusal of Admission:** Generally, every Customer or Ticket holder with a validly acquired Right of Admission is authorised to enter the Event Site. However, admission to the Event Site may be refused if

- a) the Customer or Ticket holder refuses to undergo an appropriate inspection of his/her person or the items he/she is carrying by

security personnel before entering the restricted area, at the entrance to or on the Event Site; persons induct items and/or animals (cf. Section 12) onto the Event Site without authorisation and/or refuse to be checked by the security staff may be expelled from the Event Site. The Host reserves the right to designate separate control points or entrances for certain objects that are to be brought onto the Event Site; or

- b) the Customer or Ticket holder has already entered the restricted area of the Event Site once and then left thereafter during the same Event; in this case, the Ticket shall be deemed invalid; or
- c) individualisation elements embedded in or on the Ticket (e.g., name imprint, barcode and/or QR code, etc.) have been manipulated, disguised or damaged or an attempt at admission has already been undertaken with the Ticket, to the extent not attributable to the Host; or
- d) the Ticket holder is not identical to the Customer registered as such and identified on the Ticket via the individualisation elements, subject to a case of permissible transfer in accordance with Section 7.3; or
- e) Technical failures clearly attributable to the Ticket holder (e.g. smartphone defective, printout not legible, etc.) mean that electronic access control is not possible.

In case of a legitimate refusal of admission, the Customer or Ticket Holder shall not be entitled to compensation.

**9.4 Specific Admission Conditions:** For good cause, e.g. due to externally imposed health or other required safety measures, the Host shall be entitled (and, if applicable, obliged), within the scope of data protection regulations, to stipulate specific conditions of admission for the purchase of Tickets or for admission to the Event Site and to enforce compliance therewith: In this context, the Host shall in particular be entitled to,

- a) to set specific requirements or documentation as a prerequisite for the purchase of Tickets and/or admission to the Event Site and to have this verified by the Ticket Holder as a prerequisite for admission; and
- b) to set up specific access time slots for certain Ticket holders. The Ticket holder is then obliged to comply with such time limits. In case of willful or negligent non-compliance, the Ticket holder may be denied access to the Event Site without compensation;
- c) to subject the purchase of Tickets or admission to and presence at the Event Site to additional rules, regulations, and requirements (e.g., provision of additional personal data, admission to the Event Site only during certain time slots). The applicable rules, regulations and requirements will be made available to Customers in good time and must be observed by all Ticket Holders as soon as they are announced. Corresponding instructions from the Host, the police and/or security personnel must be followed.

In case the Customer or Ticket holder fails to fulfil the specific admission conditions in accordance with this Section 9.4 a), b) and c), the Host may, for good cause, refuse the purchase of Tickets or refuse admission to or the presence at the Event Site or expel him from the Event Site and exclude him from purchasing Tickets for a reasonable period of time. Claims for compensation against the Host shall be excluded in such cases. In case of breach, the respective measures set out under Section 7.4 shall apply accordingly. There shall be no right of withdrawal if the concrete specific conditions of admission had already been announced at the time of Ticket purchase or shall lapse at the latest with each entry to the Event Site during the time that the concrete specific conditions of admission apply.

**9.5 Repositioning:** The Customer acknowledges that the Host shall be entitled, for good cause (e.g., regulatory requirements), to allocate to the Customer seats in the same or a higher category on the Event Site that deviate from the seats ordered; in case of the same or a higher category, no surcharge will be charged; in case of a seat in a lower price category, a corresponding refund of the difference (excluding fees factually incurred) shall be made after the event. In such a case of reallocation, the Customer shall neither be entitled to withdrawal nor to a refund.

**9.6 Admission of Children and Minors:** Every child or minor shall require their own Ticket for admission to the Event Site. Only children up to and including the age of five (5) who do not occupy their own seat on the Event Site do not require their own ticket for admission to the Event Site. The admission of children and minors shall be subject to the statutory regulations for the protection of minors (in particular the JuSchG). Other or exceeding regulations may result from any conditions imposed by the competent Ordnungsamt. These shall take precedence over the aforementioned regulations.

**9.7 Recordings of the Event:** Ticket holders and visitors to the Event shall not collect, record, transmit, reproduce or otherwise use or disseminate sound, image, recording, depiction, or results of the Event, to the extent that this is undertaken for public or commercial purposes; recordings for purely private purposes shall be permitted. The distribution or reproduction of sound, image, recording or depiction of the Event or parts of the Event via internet, radio, television, data carriers (e.g., DVDs etc.) or any other current or future media or supporting others in doing so shall be prohibited under any circumstances subject to the prior written consent of the Host. The same shall apply to the support of other persons in such activities.

**9.8 Recordings of the Ticket Holder:** For public reporting and advertising of the respective Event, the Host and the respective responsible association or third parties commissioned or in any other way authorised by them (e.g., radio, press) may, in accordance with Art. 6 para. 1 (1) lit. f of the GDPR, independently of each other, create image and sound recordings that may show the Ticket Holder as a spectator and use them for these purposes. The legitimate interest of the Host or third parties commissioned or otherwise authorised by the Host (e.g., radio, press) is to position and exploit the Event in the media. The legitimate interest of the Host or third parties commissioned or otherwise authorised by the Host (e.g., radio, press) is to position and exploit the event in the media. Further information on data protection can be found under Section 14. In case a Customer purchases Tickets not only for himself but also for other holders with an effective Right of Admission, the Customer shall be obliged to ensure that the information is forwarded to the respective holder.

**9.9 Video Surveillance:** To ensure the safety of the public at the Event Site and effective law enforcement the Event Site and, in part, its surroundings are monitored with a television system in accordance with Art. 6 para. 1 (1) lit. f of the GDPR. The respective recordings are treated confidentially by the Host but can serve as evidence in particular in the event of suspicion and/or the occurrence of criminal offences.

In case of incident-free implementation of an Event recorded by means of a video surveillance system, the recordings will be deleted in accordance with the applicable provisions of data protection law, in particular the GDPR and the German Federal Data Protection Act (BDSG). To the extent regulatory and law enforcement authorities use video surveillance systems on the Event Site and in the surrounding area for the purpose of averting danger and prosecution, this is done under their own responsibility within the meaning of Art. 4 No. 7 GDPR. Further

information on data protection can be found in section 14.

**9.10 Duty to inform and risk of infection:** Every Ticket holder shall be obliged to inform themselves in good time in advance of each event about possible postponements, spectator exclusions and applicable protection and hygiene regulations (current information can be found at [www.chioaachen.de](http://www.chioaachen.de)). Every ticket holder also recognises that they may contract diseases when attending an event. By attending an event, the Customer consciously accepts this risk.

**9.11 Cannabis ban:** On the Event Site, in particular in order to protect children and families, an absolute ban on smoking and consumption of Cannabis within the meaning of Section 1 No. 8 of the Consumer Cannabis Act shall apply. In case of violations of the aforementioned prohibitions, the Host and its authorised personnel shall be entitled to expel Ticket holders, Customers and guests from the Event Site at any time without compensation.

## **10. Contractual Penalty**

**10.1 Prerequisites:** In case of a culpable breach of these GTC by the Customer, in particular of one or more provisions set out under Section 7, the Host shall be entitled to impose a reasonable contractual penalty of up to EUR 2,500 on the Customer in addition to the other measures allowed for under these GTC and without prejudice to any further claims for compensation.

**10.2 Amount:** The amount of the contractual penalty shall be determined by the quantity and intensity of the violations, the type and degree of culpability (intent or negligence), the efforts of the Customer or Ticket holder (as applicable) in making restitution, whether there is a repeated infringement, and, in case of unauthorised resale of Tickets, the quantity of Tickets offered, resold, as well as any proceeds or profits generated by the resale. The contractual penalty may exceed the proceeds or profits realised from the resale.

## **11. Liability**

Attendance at and on the Event Site shall be at own risk. The Host shall not be liable for damage caused by its own slight negligence or by that of its vicarious agents or assistants, except for cases of a breach of material contractual obligations or damage to life, limb, or health; the same shall apply to the existence/occurrence of defective rental items or the failure of technical equipment, as well as to operational disruptions or other events affecting the Event. If the Host is liable for slight negligence or breach of a material contractual obligation, the amount of liability shall be limited to the foreseeable, direct average damage typical for the type of agreement; this limitation of liability shall not apply in case of culpable injury to life, limb, or health of persons. Accidents or damage must be reported to the Host immediately.

## **12. Carrying animals**

Animals are not permitted on the Event Site with the exception of guide dogs for blind persons in accordance with Section 33 Para. 1 S. 1 SGB V and comparable assistance dogs.

## **13. Contact**

Enquiries and all matters relating to Tickets can be directed to the Host via the following contact options: Aachen-Laurensberger Rennverein e.V., Postfach 50 01 01, 52085 Aachen; phone: 0241-9171-0; email: [info@chioaachen.de](mailto:info@chioaachen.de).

## **14. Data Protection**

Personal data is collected, processed, and otherwise used in accordance with the GDPR and the current privacy policy of the Host, available at [www.chioaachen.de](http://www.chioaachen.de). The Customer is obliged to inform the Host immediately of any changes to their contact details during existing contractual obligations.

## **15. Amendments and Alterations**

In case of a change in market conditions and/or the legal situation and/or supreme court rulings, the Host shall, even for existing contractual obligations, be entitled to amend and/or change these GTC with a notice period of four (4) weeks in advance, to the extent that this is reasonable for the Customer. The Customer shall be notified of the respective amendments using the contact details last provided to the Host, in particular by email. The changes shall be deemed approved if 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 period specified in the notification, provided that the Host has expressly referred to this fiction of approval within the notification. An objection shall entitle the Host to extraordinary termination of the legal relationship concerned.

## **16. General**

**16.1 Place of Fulfilment and applicable Law:** Aachen shall be the sole place of fulfilment for all services. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**16.2 Severability Clause:** To the extent that any provision of these GTC is or becomes invalid, this shall not affect the validity of the remaining provisions. Where a clause is partially ineffective, this shall not affect the remaining parts of the clause, to the extent that the ineffective part of the clause can be removed without forfeiting the meaning of the other part.

**16.3 Jurisdiction:** The place of jurisdiction for all disputes with merchants, legal entities under public law and special funds under public law relating to orders based on these GTC, including the organisation of the Event, shall be Aachen. The same shall apply to cross-border contracts, if there is no general place of jurisdiction in Germany or if the place of residence or ordinary domicile is unknown at the time the complaint is filed.

**16.4 Dispute Settlement for Consumer Contracts:** The European Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>. This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

The Host is neither obliged nor prepared to attend a dispute settlement procedure before a Verbraucherschlichtungsstelle (see Sect. 36 VSBG).

**16.5 Authentic Text:** In case these GTC are available in several languages, the German version shall prevail. German law shall apply exclusively. If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or has its general place of jurisdiction outside Germany, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be Aachen/Germany.

## **B) 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@chiaoachen.de](mailto:datenschutz@chiaoachen.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.chiaoachen.com](http://www.chiaoachen.com) and [www.chiaoachencampus.de](http://www.chiaoachencampus.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, Theodor-Heuss-Allee 112 (<https://www.americanexpress.com/de/legal/online-datenschutzerklarung.html>).

**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-Offerings purchased, ordered or booked by you via the CAMPUS-Shop. The legal basis for processing the data is Art. 6 Para. 1 lit. b DSGVO. Furthermore, we request data on your horse, on starting and results lists as well as statistics and your association membership, in accordance with Art. 6 para. 1 lit. f DSGVO. We delete this data as soon as the statutory limitation period with regard to our contractual relationship with you has expired (usually three (3) years from the end of the year in which the last contractual claim arose), unless for legal reasons (e.g., retention periods under tax law) or legitimate interests in identifying individual customers for a longer period. Processing your personal data takes place in countries of the European Economic Area or in countries with a level of data protection that is comparable to the level of data protection within the EEA. Such transfer of data shall then be subject to the standard contractual clauses as set out in EU Commission Decision 2010/87/EU or any successor version, in order to contractually ensure protection of your personal data by a level of protection applicable within the EEA. You can request an edited version of these standard contractual clauses (excluding commercial content and non-relevant information) at [datenschutz@chioaachen.de](mailto:datenschutz@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, June 2024

Aachen-Laurensberger Rennverein e.V. (ALRV)