

# Terms of Service

concerning the Rammstein concerts 2024 organized by MCT Agentur GmbH

For reasons of better readability, the language forms male, female and diverse (m/f/d) are not used simultaneously. All references to persons apply equally to all genders.

## 1. SCOPE, CONTRACTUAL RELATIONS

- 1.1 The present General Terms and Conditions (hereinafter referred to as the "GTC") apply to the Rammstein concerts 2024 (hereinafter individually referred to as "Concert" and together as "Concerts") organized by MCT Agentur GmbH, Strausberger Platz 2, 10243 Berlin, Managing Director: Scumeck Sabottka, entered in the Commercial Register kept by the Amtsgericht (Local Court) of Berlin under the number HRB: 65613 (hereinafter referred to as "we" or "MCT"), with MCT acting as concert event organizer and for tickets for so-called business seats which are sold by the distribution partner FC Gelsenkirchen-Schalke 04 e.V., Ernst-Kuzorra-Weg 1, 45891 Gelsenkirchen (hereinafter referred to as "FC Gelsenkirchen-Schalke 04"). They govern the relationship in place between MCT and the purchaser of tickets (hereinafter referred to as "you" or the "customer"). The GTC are a component of the agreement as to the acquisition of concert tickets (hereinafter referred to as the "Tickets"). In the event that the customer uses general terms and conditions of its own that contradict our GTC set out here, these shall not become a component part of the agreement unless we have consented to them in writing.
- 1.2 By purchasing a Ticket, you as our customer will confirm that you are aware of these GTC and that you have accepted them as being binding upon yourself. Should you acquire the Ticket(s) online, you will confirm this by clicking on the button "Ich bestätige außerdem, dass ich die Allgemeinen Geschäftsbedingungen gelesen habe und stimme ihnen zu" ("I furthermore confirm that I have read the General Terms and Conditions of the event organizer and accept them").
- 1.3 Besides the present GTC, the general terms and conditions of the respective owner of the venue and its site shall apply for the respective venue (including the corresponding house rules). These terms are included herein by reference.

## 2. CONCLUSION OF THE CONTRACT, TICKET PURCHASE PRICE AND DUE DATE, NO RIGHT OF REVOCATION, AND EXCLUSION OF CHILDREN UNDER THE AGE OF SIX YEARS

- 2.1 Tickets for business seats may be purchased directly from FC Gelsenkirchen-Schalke 04 via the internet ([www.tickets.schalke04.de](http://www.tickets.schalke04.de)). FC Gelsenkirchen-Schalke 04 brokers the sale of the Tickets on behalf of MCT and for our account. The general terms and conditions employed by FC Gelsenkirchen-Schalke 04 have equal rank with the present GTC and are likewise to be observed. Where FC Gelsenkirchen-Schalke 04 's terms deviate from the MCT GTC, the latter shall govern.
- 2.2 In purchasing Tickets, an agreement as to the attendance of the Concert is concluded by you as the customer and MCT as the concert event organizer. MCT as the concert event organizer shall be entitled to the entirety of the Ticket Purchase Price, which is comprised of the basic ticket price, the advance booking charge, the charge for mass transit, the system charge and other fees, in each case including statutory VAT (herei-after referred to as the "Ticket Purchase Price"). The Ticket Purchase Price shall be due for payment immediately upon the contract having been concluded, unless a different payment deadline is provided to you in the course of the order process.
- 2.3 FC Gelsenkirchen-Schalke 04 may charge additional fees on its own behalf. This will be indicated to you in the course of the order process.
- 2.4 Until payment of the Ticket Purchase Price is made in full, the Tickets shall remain the sole property of MCT and shall not entitle their bearer to access the Concert.
- 2.5 The contract as to the attendance of a concert is a contract concerning recreational events, regarding which the customer is not entitled to any right of revocation. Accordingly, you cannot revoke your declaration of intention regarding the order of tickets for recreational events.
- 2.6 The sale of Tickets to children under the age of six (6) years is hereby ruled out. No Ticket may be purchased for them (also not along with other Tickets) as third-party beneficiaries. Children under the age of six (6) years will not be granted access to the Concert(s), also not if they are accompanied by a person who is a primary carer or who is tasked with care guardian obligations.

## 3. VALIDITY OF THE TICKETS

- 3.1 Your Ticket will entitle only one person each to attend the Concert. Upon your leaving of the Concert, respectively the validation (Online Tickets), the Ticket will no longer be valid.
- 3.2 It is expressly prohibited to use the Ticket in several instances.

#### 4. SPECIAL PROVISIONS DURING THE SARS COV 2 PANDEMIC OR OTHER PANDEMIC OR EPIDEMICS

- 4.1 In the event that a Concert or Concerts are subject to legal or regulatory requirements or measures to be taken due to containment measures against the SARS-CoV-2 pandemic (hereinafter referred to as the "Corona Pandemic") or other pandemics or epidemics, the following provisions shall apply:
- 4.2 We reserve the right to impose access restrictions to the Concert or Concerts. Such access restrictions may include, for example, proof of vaccination or convalescence, the presentation of a negative test result or the wearing of masks. These will be announced as far as possible, at the latest 14 days before the start of the respective Concert. In case of non-observance of such access restrictions, we are entitled to exclude the respective visitor from the Concert. In this case, there is no right to a refund of the Ticket Purchase Price.
- 4.3 Attendance at a Concert is prohibited if the visitor has contracted SARS-CoV-2, has knowingly had contact with a person who has tested positive, has typical symptoms of infection with the coronavirus or is affected by legal or official quarantine measures. In these cases, there is also no entitlement to a refund of the Ticket Purchase Price. The same applies to infections in the context of other pandemics or epidemics.
- 4.4 MCT is entitled to subsequently convert standing room seats into seats or to allocate the ticket holder different seats in the same category for the purpose of complying with distance areas or protection and hygiene requirements prescribed by the authorities or by law. In such cases, the customer shall not be entitled to any refunds.
- 4.5 Furthermore, it may occur that MCT has to reduce the number of visitors originally admitted to a Concert. In such cases, MCT is entitled to cancel Tickets against reimbursement of the Ticket Purchase Price (with the exception of the advance booking and system charge). MCT will select the Tickets to be cancelled in a non-discriminatory process. Claims for damages by the customer do not exist in the aforementioned cases, unless MCT is at fault.

#### 5. CANCELLATION OR POSTPONEMENT OF A CONCERT OR THE CONCERTS

- 5.1 MCT has the right to cancel or reschedule a Concert or the Concerts for reasons of force majeure. Force majeure is any event beyond the control of a party and for which it is not responsible that wholly or partially precludes the performance of this Agreement in accordance with the purpose of this Agreement (attendance at the Concert), makes such performance substantially more difficult or makes such performance unreasonable for a party. This includes, but is not limited to, catastrophic events, acts of terrorism (including the threat, danger or reasonable suspicion of such acts of terrorism), violent riots (including the threat, danger or reasonable suspicion of such riots), war or warlike events,

epidemics, pandemics, fire, extreme or catastrophic weather conditions, or any other events that may affect the performance of this contract. catastrophic weather conditions (such as floods, hurricanes or cyclones) that pose a threat to the life and limb of the participants in the Concert or Concerts, severe weather and/or catastrophe warnings, strikes, as well as official orders for which the respective party is not responsible, in particular as a result of the aforementioned events.

The Corona Pandemic is also considered as force majeure. MCT has the right to cancel or reschedule a Concert or the Concerts if the performance of a Concert or Concerts is prohibited by authorities or law, if a person substantially involved in the Concert or Concerts is unable to arrive and/or depart due to entry and/or exit restrictions, or is unable to attend due to a Covid 19 disease, suspected disease, or preventive measure.

- 5.2 In the event that a Concert or Concerts are cancelled without replacement, you are entitled to a refund of the Ticket Purchase Price. You must assert this claim no later than four (4) weeks after the cancelled concert date. If you are prevented from asserting the refund claim in due time for reasons beyond your control - e.g. due to illness - you are responsible for proving the existence of those conditions that justify the non-occurrence.

In the event that a Concert or Concerts are rescheduled to an alternative date for reasons of force majeure (section 5.1), the Tickets shall remain valid. A revocation of the ticket purchase and refund of the Ticket Purchase Price as a result of the rescheduling is not possible, unless it can be proven that you cannot reasonably be expected to attend the new date, for example because you have already booked a trip. In the event that the Concert(s) is/are rescheduled to an alternative date for other reasons, the claim for reimbursement of the Ticket Purchase Price must be asserted by you no later than midnight on the day before the alternative date. If you are prevented from asserting the refund claim in due time for reasons beyond your control - e.g. due to illness - you are responsible for proving the existence of the conditions that justify the non-occurrence.

- 5.3 Charges paid (advance booking charge and system charge, section 2.2) will, except in the case of fault on the part of MCT, not be reimbursed. Should you rescind the agreement as regards the event, we will set off our claim to compensation in the amount of the charges against the claim to reimbursement of the charges paid to us. The reason is that should you rescind the said agreement, you will be under obligation to compensate us for the value of the brokerage services that you have enjoyed by purchasing your Ticket from us and FC Gelsenkirchen-Schalke 04. The same applies to the system charge for the use of the ticketing system for issuing your tickets.
- 5.4 Should FC Gelsenkirchen-Schalke 04 charge additional fees in its own name (section 2.3), their reimbursement shall be governed by the general terms and conditions of FC Gelsenkirchen-Schalke 04.

- 5.5 You are to contact FC Gelsenkirchen-Schalke 04 as regards your claim to reimbursement of the Ticket Purchase Price, not including the paid charges. Unless FC Gelsenkirchen-Schalke 04 has a different reimbursement procedure in place, the Ticket Purchase Price shall be reimbursed only upon the original Tickets being submitted. Should the Tickets have been lost, it will not be possible to reimburse the Ticket Purchase Price or to provide you with replacement tickets.
- 5.6 Your rights to rescind the contract within the scope provided for by law, or to demand compensation for damages in the event MCT is responsible for a violation of its obligations, shall remain unaffected hereby. However, the enforcement of claims to compensation of damages and/or the reimbursement of expenditures shall be subject to the liability reservation set out in section 10 hereof.

## 6. LIMITED TICKET PURCHASE

- 6.1 For each Concert, the Ticket purchase per person is limited to a maximum number of six (6) Tickets. You may only purchase this number of Tickets for a Concert, regardless of the number of purchase processes. It is expressly prohibited that one person, or several persons who have affiliated themselves with others for the purpose of commercially trading tickets or selling them as a business, initiate(s) a greater number of purchasing processes than specified, for example by providing different e-mail addresses or using different payment means (particularly by using pre-paid credit cards deployed for the purpose of purchasing a greater number of tickets than is admissible), or by circumventing this rule in any other way.
- 6.2 Section 9 applies in the event of a violation of section 6.1.

## 7. PERSONALIZED TICKETS AND PROHIBITION ON TRANSFER OF TICKETS

- 7.1 All Tickets for the Concerts are personalized, in other words, only that person has the right to demand access to the Concert that holds visiting rights. That person's name will be printed on the Ticket as component part of the Ticket.
- 7.2 The first name and last name you provide will be noted on the Ticket. Should the option be available to purchase several personalized Tickets, you will be asked, when you make the purchase, to provide the first name(s) and last name(s) of the other person(s) to whom the personalized Ticket(s) is / are to be issued. You are under obligation to provide this information truthfully immediately in making the purchase. The legal transaction will come about or fail upon the immediate and truthful provision of the various names of Ticket holders at the purchase, in due time, since immediately following the purchase process, the Tickets will be made out in the names that you have provided (referred to by legal experts as “relative obligation to perform at a fixed point in time”). Any violation

of your obligation to provide the different names will mean that we will have to expend considerable additional amounts of time, effort and money in retroactively processing re-personalization requests and will cause conflicts during admission to the event. Additionally, concerts will be identified as “sold out” in spite of the fact that we have the right to rescind the respective agreements should you violate your obligation to provide different names, meaning that these seats will once again become available. Should MCT have to set an appropriate deadline for you in each case prior to rescinding the agreement, this would be to the detriment of the other fans and would enable the unauthorized trade in tickets at inflated prices. For the event that one and the same name is provided in purchasing several Tickets, in contravention of the above provision, we reserve the right, for the above reasons, to immediately rescind the agreement without this requiring any deadline to be set (Section 323 paragraph 2 no. 2 of the Bürgerliches Gesetzbuch (BGB, German Civil Code)). Moreover, you will be asked to confirm that you are entitled to personalize the ticket(s) in the name of the third person(s). In such cases, the contract shall be concluded exclusively by yourself with us. Any other persons that you may name will be the sole beneficiaries under this contract and will gain an independent right to attend the Concert (Sections 328 et seqq. of the German Civil Code).

- 7.3 The right to attend a Concert is the result solely of the contract you have concluded with us (section 2.2 **Fehler! Verweisquelle konnte nicht gefunden werden.**). Moreover, your name will have to be noted on the Ticket. As a result of the contract you have concluded with us, third parties for whom you have acquired a personalized Ticket are, in accordance with these GTCs, likewise entitled to attend the Concert. The names of these third parties must be noted on their Tickets. An additional prerequisite for attending the Concert is that you or the person(s) for whom you have purchased the Ticket is/are able to identify himself/themselves at the admission ticket checkpoint by submitting a valid passport, personal identity card, driver’s license, credit card, or EC bank card.
- 7.4 We are not under obligation to demand that the said documents are shown at the admission ticket checkpoints in order to be sure that the ticket holder is in fact authorized to attend. MCT will be free from its performance obligations vis-à-vis its contractual partner if another person has obtained access to the Concert by presenting a Ticket. Only one person is authorized to attend the Concert per Ticket.
- 7.5 You hereby enter into obligation to purchase and use the Tickets solely for private use. Any transfer of the Tickets is prohibited. Specifically this includes selling the Tickets to third parties, or offering the Tickets for sale in the context of internet auctions or not authorized ticket exchanges. You may not transfer your rights and obligations under the contract with MCT (and thus also the right to demand access to the Concert) to a third party. If you do not wish to/cannot use the Ticket, it is possible to return the Ticket(s) under the conditions set out in section 8. This shall not affect the possibility of returning the Ticket if the event is postponed or cancelled pursuant to section 5.

## 8. RETURNING TICKETS

### 8.1 Return of Tickets via the Service Center of FC Gelsenkirchen-Schalke 04

- 8.1.1 You can return Tickets purchased under the following conditions by phone, e-mail or on site at the service center of FC Gelsenkirchen-Schalke 04 (phone number: +49 (0)209 - 97751877, e-mail address: [service@schalke04.de](mailto:service@schalke04.de), address: Ernst-Kuzorra-Weg 1, 45891 Gelsenkirchen).
- 8.1.2 By using the return option, you offer to return the Ticket(s) to us and allow us to offer the released Ticket(s) for sale on our behalf and on our own account to a purchaser named by you. Upon resale, your offer to return the Ticket(s) is accepted by us.
- 8.1.3 The price at which your Ticket(s) shall be sold shall be the Ticket Purchase Price (section 2.2).
- 8.1.4 For the reissuance of the Ticket(s), you must provide FC Gelsenkirchen-Schalke 04 with the first and last name of the purchaser(s) of your Ticket(s) so that the new Ticket(s) can be issued to him/her. This can be done either by phone, e-mail or on site at the service center of FC Gelsenkirchen-Schalke 04.
- 8.1.5 After the sale your Ticket(s) will be blocked so that you are no longer entitled to entry. In this case a return of your Ticket(s) at the Concert location pursuant to section 8.2 is no longer possible. A new Ticket will be generated for the purchaser. The purchaser will pay a fee of EUR 10.00. Furthermore, the purchaser must accept these GTC. The amount of the purchase price will be credited to your account or your credit card account.
- 8.1.6 It is possible to exercise the return option until 24 hours before the Concert concerned begins.

### 8.2 Returns at the Concert location

- 8.2.1 It is also possible to return Tickets at the Concert location on the date of the respective Concert from when the doors open until the end of the Concert pursuant to the conditions below.
- 8.2.2 By exercising the option to return on-site the Ticket holder requests that we accept that the Ticket be returned. We will accept the return on the following conditions:
  - the original Ticket which becomes available is returned,
  - an original, official document is provided confirming the identity of the Ticket holder,

- there is a purchaser on-site who can prove his/her identity with a valid passport, personal identity card, driving licence, credit card or EC card so that the new ticket can be issued to such purchaser,
- the purchaser confirms acceptance of these GTC, and the purchaser pays a fee of EUR 10.00.

8.2.3 If the conditions set out in section 8.2.2 are fulfilled, i.e. if we accept your offer to return the Ticket, the original Ticket is no longer valid and may not be used for entry. Only the new ticket issued to the purchaser may be used for entry (section 7.3). In this case, there is no claim for reimbursement of the Ticket Purchase Price for the Ticket that becomes available against us, but only against the purchaser. The original Ticket holder shall only have a maximum amount equal to Ticket Purchase Price (section 2.2) plus the system charge, or a lower price, reimbursed by the purchaser.

## 9. DISABLING OF PERSONALIZED TICKETS

- 9.1 In the event of a violation of the prohibitions set out in section 6.1 or 7.5, MCT shall be entitled to disable the Tickets concerned, against reimbursement of the Ticket Purchase Price (not including the advance booking charge and the system charge, section 2.2) and to refuse access to the Concert to the respective holder of the Ticket.
- 9.2 In the event of repeated prohibitions set out hereinabove in section 6.1 or 7.5, MCT shall be entitled to disable the Tickets without any compensation, in other words without reimbursement of the Ticket Purchase Price paid.
- 9.3 FC Gelsenkirchen-Schalke 04 may also disable Tickets on behalf of MCT. Moreover, the general terms and conditions of FC Gelsenkirchen-Schalke 04 may stipulate further reasons based on which Tickets may be disabled.

## 10. LIABILITY OF MCT

- 10.1 MCT shall be liable without any restrictions whatsoever for any and all damages to life, limb or health arising in the context of the contractual relationship where such damages were caused culpably. The same shall apply where liability is mandated by the law, in particular liability pursuant to the Produkthaftungsgesetz (ProdHaftG, German Product Liability Act), and in the event of guarantees.
- 10.2 In the event that essential contractual obligations are breached (so-called “cardinal obligations”), such breaches being based on simple negligence and not covered by the stipulations of section 10.1 hereof, MCT shall be held liable to a limited extent, this being the compensation of the foreseeable damage that is typical for the type of contract concerned. The cardinal obligations of MCT include those duties the fulfillment of which is the basis



of the due and proper implementation of the contract, and in the adherence to which you may, as a general rule, trust.

- 10.3 In all other regards, MCT shall be held liable only for grossly negligent or intentional violations of its contractual duties.
- 10.4 To the extent the liability of MCT is excluded or restricted by the stipulations of the above paragraphs, this shall also apply to the liability of its statutory representatives and the persons it employs in the performance of its obligations (Erfüllungsgehilfen).

## 11. OBLIGATIONS OF CUSTOMERS ATTENDING THE CONCERT(S)

- 11.1 No hazardous objects such as gas containers, pyrotechnical articles (such as flares, fire-crackers or sparklers), laser pointers, weapons of any kind or objects that may be used as a projectile – in particular bottles and cans – may be taken to any Concert.
- 11.2 No audio recording devices, film, photo or video cameras may be taken to the Concert(s), nor may they be operated. This also concerns mobile radio devices with a photography application. Recordings of any form are prohibited and any abuse will be prosecuted under law.
- 11.3 In the event of the stipulations of section 11.2 being violated, MCT and its employees are entitled to seize the recording equipment and cameras and to keep them until the end of the Concert, such storage being liable to payment of a fee. The films and recording material of any nature on which parts of the Concert have been recorded may be seized and stored by MCT. They will be returned to the owner provided that the latter has consented to the recordings being deleted from such material.
- 11.4 MCT reserves the right to prohibit persons who have violated the stipulations of the above paragraphs from entering the Concert(s), or to remove them from the Concert(s).

## 12. SOUND AND/OR IMAGE RECORDING

In the event that image and/or sound recordings, such as photo/film/TV and/or audio recordings (hereinafter referred to as "recordings"), are made during the concerts by Rammstein Konzert GmbH, Hertzstraße 63 B, 13158 Berlin, (hereinafter referred to as "Rammstein") and/or third parties commissioned by Rammstein for this purpose, you agree that you may be recorded in picture and/or sound and that the recordings may be used exclusively by Rammstein, spatially, temporally, contentwise unlimited, edited and/or unedited, in whole and/or in part, in physical and incorporeal form, in all media and formats (e.g. print, social media, audiovisual media, online etc.) itself and/or via third parties without any claim to remuneration without any restrictions, in particular duplicated, distributed, broadcast, made publicly available, etc., made publicly accessible, etc.

### 13. APPLICABLE LAW, PLACE OF JURISDICTION

- 13.1 To the extent the customer is not a consumer, solely the laws of the Federal Republic of Germany shall apply; the UN Sales Convention is excluded.
- 13.2 The place of performance and the place of jurisdiction is Berlin if the customer is a merchant, a legal entity under public law, or special assets governed by public law.

### 14. FINAL CLAUSES

- 14.1 By the time at which the contract is concluded, MCT has not concluded any agreements or made any undertakings, neither orally nor in writing, besides the present GTC.
- 14.2 Should individual provisions of this contract be or become null and void or ineffective, either wholly or in part, this shall not impact the effectiveness of the other provisions. The stipulations of the law shall replace those of the General Terms and Conditions that are not incorporated or ineffective (Section 306 paragraph 2 of the Bürgerliches Gesetzbuch (BGB, German Civil Code)). In all other regards, the parties shall determine an effective provision to take the place of that provision that is null and void or ineffective, which new provision is to approach as closely as possible the previous provision's economic intent, unless an amending interpretation of the contract takes precedence or is possible.

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