



**General Terms and Conditions for purchasing tickets for the
FIS Ski Jumping World Cup, Willingen, 2-4 February 2024**

The following contractual terms and conditions (“**General Terms and Conditions**”) shall apply to the legal relationship established through the purchase and/or use of day and/or season tickets (collectively referred to as “**ticket(s)**”) from Ski-Club Willingen e.V., Zur Mühlenkopfschanze 1, 34508 Willingen (“**SC Willingen**”) or from third parties authorised and designated by SC Willingen (“**authorised points of sale**”). In particular, they shall apply to attendance at events that are being (co-) hosted by SC Willingen (“**events**”), as well as admission to and attendance at the stadium at Mühlenkopfschanze.

1 Event framework

- 1.1 Purchasing tickets: Tickets for events hosted by SC Willingen may generally only be purchased from SC Willingen or authorised points of sale. The total price includes VAT (19%) and is otherwise based on the currently-applicable price list. The customer acknowledges that SC Willingen is entitled to restrict sales channels for good cause, e.g. due to protective measures resulting from external factors, this may include allowing only online sales, or prioritising or exclusively serving certain groups of customers for good cause, especially at times of high demand. This shall not give rise to a right of recourse against SC Willingen. It is expressly stated that you do not have a right to purchase a ticket.
- 1.2 No right of revocation or right of withdrawal: Even if SC Willingen is offering tickets for sale via distance communication pursuant to Section 312c(2) of the German Civil Code (BGB), allowing for a distance contract to arise pursuant to Section 312c(1) of the German Civil Code, the customer shall not be entitled to a right of withdrawal pursuant to Section 312g(2)(9) of the German Civil Code when they buy a ticket. As a result, there shall be no two-week revocation or withdrawal period. Every offer made for tickets or order of tickets shall therefore be binding immediately after having been confirmed by SC Willingen or an authorised point of sale, giving rise to an obligation to accept and pay for the tickets that have been ordered. Exchanges and refunds shall generally not be accepted.
- 1.3 Rescheduling; cancellation; exclusion of spectators: SC Willingen reserves the right to reschedule events and make changes to its programme, especially when it comes to swapping around ski jumping events awarded by the FIS during the days on which the competition is being held. In such cases, the customer shall not be entitled to be refunded for the price of the ticket and have no right of withdrawal. In the event of a cancellation up until the preceding day, the ticket price shall be refunded at face value, less any fees concerned, within fourteen (14) working days of when the event was scheduled to take place, upon presentation of the original ticket, provided that the customer has given their bank details. In the event that the event is cancelled or abandoned on the day due to force majeure, especially in the case of adverse weather conditions or reduced visibility, there shall be no right to a whole or partial refund of the ticket price. In the case that an event has to be held entirely or partially without spectators due to the stipulations of external bodies (e.g. associations or public authorities), both SC Willingen and the affected customer shall be entitled to withdraw from the contract relating to the purchase a ticket for the affected event. The affected customer must declare their withdrawal in text form (an email is sufficient) or in writing by post. The affected customers shall be refunded for the ticket price paid upon presentation or

submission of the original tickets at their own expense, less fees actually incurred or which have arisen on behalf of the customer.

1.4 Domiciliary rights: SC Willingen and contracted third parties are authorised to exercise their domiciliary rights to deny admission or ask someone to leave at any time.

2 Use and transfer

2.1 Legitimate aims: To prevent violence and crimes in connection with attendance at events and the unauthorised transfer of tickets, especially ticket speculation, and to ensure that the tickets are as broadly distributed to fans as possible at socially responsible prices, while also conforming to measures to protect public health, the transfer of tickets should only be possible subject to restrictions.

2.2 Unauthorised transfer: Any commercial reselling of tickets by customers is prohibited. In particular, the customer is prohibited from:

- a) offering tickets for sale and/or selling tickets publicly, especially at auction or over the internet (e.g. on eBay or Facebook) or on sales platforms that are not authorised by SC Willingen (e.g. viagogo, seatwave, StubHub etc.) in a generally accessible way;
- b) transferring tickets for a price greater than the original ticket price (a surcharge of up to 10% to offset any transaction costs that have been incurred is permissible);
- c) selling or transferring tickets to commercial resellers or ticket sellers; or
- d) using tickets for a commercial purpose or to allowing them to be used for such a purpose, especially for advertising or marketing purposes, as a bonus, as a giveaway, as a prize or as part of an unauthorised hospitality or travel package without the express prior written consent of SC Willingen;

2.3 Authorised transfer: A private, non-public transfer of the ticket for non-commercial reasons, especially in cases of illness or other factors preventing the customer from attending, is authorised if it does not fall under any of the scenarios for unauthorised transfer set out in point 2.2 and the customer **(1)** expressly makes the new ticket holder aware of the application and content of these Terms and Conditions as well as the need to disclose information to SC Willingen about the new ticket holder (e.g. their first name and surname, if requested) in accordance with this point, **(2)** the new ticket holder declares that they agree that these Terms and Conditions will apply between themselves and SC Willingen by purchasing and using these tickets and **(3)** SC Willingen is informed of the transfer of the ticket and the new ticket holder is specified, if requested, or SC Willingen has conclusively declared that the transfer of the ticket to the new ticket holder is authorised. For one thing, the data of the ticket holder is disclosed in order to fulfil the contracts between them and SC Willingen, as well as the contracts between themselves and the customer pursuant to Art. 6(1)(1)(b) of the GDPR. Furthermore, this data is processed for the purposes of the legitimate interests of SC Willingen (cf. point 2.1) pursuant to Art. 6(1)(1)(f) of the GDPR.

2.4 Right of access: SC Willingen does not wish to grant everyone admission to events and only wishes to grant admission to those ticket holders who have purchased tickets as a customer of SC Willingen, from an authorised point of sale or by means of an authorised transfer pursuant to point 2.3. Therefore, SC Willingen shall only grant admission to those customers who have submitted their personal details and can be identified by unique features printed on the ticket (e.g. printed name, barcodes/QR codes and/or booking number) and/or those who have purchased the tickets from someone else in an authorised manner in accordance with point 2.3. The right of access shall be terminated upon leaving the event premises for the first time. Purchasing tickets through by means of an unauthorised transfer pursuant to point 2.2 does not give rise to a right of access. In such cases SC Willingen reserves the right to refuse admission; there shall be no right of recourse against SC Willingen. The customer must bring an official document (e.g. an ID card or passport) along with them to verify their identity and produce it if requested to do so.

2.5 Persons under the influence of alcohol: People who are visibly under the influence of alcohol and/or drugs will be denied admission; such persons shall be turned away at the entry to the event site without compensation.

2.6 Special admission requirements: Should the organiser or customers have to meet certain requirements for good cause, e.g. protective measures stipulated by public authorities or associations, SC Willingen shall be entitled (and where applicable, required) to impose special admission requirements and also to ensure that they are complied with while observing data protection law. In particular SC Willingen shall be entitled:

- a) to make the purchase of tickets or admission to the event premises subject to specific conditions/verification.
- b) to allocate specific time slots for admission to specific groups of customers.
- c) to make admission to and attending the event premises subject to additional rules, provisions and requirements. Corresponding instructions from SC Willingen, the police and/or security staff must be complied with.

Every ticket holder is obliged to inform themselves about potential considerations in relation to timing, the exclusion of spectators and applicable provisions relating to health before the event takes place. SC Willingen shall make information available on its website accordingly.

2.7 Measures and legal consequences in cases of unauthorised transfer: In the case of violations of the rules set out in point 2.6 or other unauthorised transfer of tickets, SC Willingen shall be able to obtain injunctive relief based on the risk of recurrence demonstrated by these infringements. Furthermore, SC Willingen shall also be entitled

- a) not to deliver tickets or to cancel them prior to dispatching them or handing them over;
- b) to invalidate tickets and refuse the ticket holder admission to the event premises or to expel them from the event premises;
- c) to prohibit customers from buying tickets for a reasonable time period (of up to five (5) years); the length of the prohibition shall be calculated according to the number of violations, the number of tickets being offered and any proceeds that are obtained;
- d) to impose a contractual penalty in accordance with point 5.

3 Discounted tickets: SC Willingen provides discounted tickets to specific people. Children who are 10 years-old or younger, young people from 11 to 17 years-old (inclusive), as well as wheelchair users and the person accompanying them shall generally be entitled to a discount when purchasing tickets. We do not allow for more than one discount to be applied at once. The day on which the event for which a ticket was purchased is to take place shall be the relevant factor in determining whether someone is entitled to a discount. Valid official verification must be presented at the time the ticket is purchased, carried with you when you are being admitted into the event premises and shown if requested. The rules set out in point 2 regarding the transfer of discounted tickets shall apply, with the additional stipulation that the transfer may only take place if the new ticket holder also meets the relevant conditions for a discount, unless the person pays a surcharge amounting to the difference between the discounted price and a corresponding regular ticket prior to entering the event site. SC Willingen shall be entitled to request a reasonable processing fee for this price adjustment.

4 During the event

4.1 Bringing items with you: It is not permitted to bring along items such as drinks, glass containers, cans, PET bottles, polystyrene plates, banners, umbrellas, drones, bulky items (sledges, prams, walkers, etc.), pyrotechnics, flares, weapons and other dangerous items or animals. Failure to observe these restrictions shall result in the person being expelled from the event premises. If, in such a case, the customer fails to hand over these items, SC Willingen shall be entitled to refuse the customer entry to the event premises without compensation. No refunds shall be given. Infringement of these rules may result in criminal prosecution.

- 4.2 Liability: You attend the event premises at your own risk. SC Willingen and/or its vicarious agents shall only be liable for damages for the infringement of material contractual obligations in cases of intent or gross negligence, regardless of the legal basis. These shall, in turn, be limited to those damages which were foreseeable at the time the contract was concluded and are typical for the contract. Material contractual obligations are those which are a prerequisite for the proper performance of contract, which jeopardise the achievement of the object of the contract if violated and which the customer regularly relies on compliance with. This limitation of liability does not apply to claims for damages arising from injury to life, limb or health or arising from another basis for liability prescribed by law. We do not accept liability for stolen or lost objects.
- 4.3 Recording of images: SC Willingen and the responsible association or any third parties contracted/authorised by them (e.g. press) may, independently from one-another, produce images or audiovisual recordings pursuant to Art. 6(1)(1)(f) of the GDPR that may show the ticket holder as a spectator. These images or audiovisual recordings may be processed, used and displayed publicly by SC Willingen as well as the responsible association and any of the third parties authorised by them pursuant to Art. 6(1)(1)(f) of the GDPR. The legitimate interest of SC Willingen or those it has contracted and other authorised third parties (such as broadcasters and the press) is in having the relevant event covered and used by the media.
- 4.4 Parking vehicles: Where applicable, the customer shall park their vehicle at their own risk. The instructions of law enforcement forces must be complied with.
- 4.5 Conduct: Every ticket holder is obliged not to behave in a way that infringes or threatens the legally protected rights of SC Willingen or of any other person present on the event premises. In particular, provocative behaviour of the type that may cause an altercation with other persons present at the event is prohibited.
- 5 Contractual penalties
- 5.1 Conditions: If the customer culpably violates these General Terms and Conditions, especially if they breach one or more rules set out in points 2.2, 2.6 or 4.1, SC Willingen shall be entitled to impose a reasonable contractual penalty of up to €2,500 upon the customer, in addition to other measures and sanctions under these Terms and Conditions, without prejudice to any additional claims for damages.
- 5.2 Level: The factors that are particularly relevant in determining the level of the penalty are the number and severity of the violations, the type and degree of fault (whether it was intentional or negligent), the efforts and success of the customer in providing compensation for the damage caused, the question of whether and to what extent repeat offending was involved, in addition to, in the case of the unauthorised reselling of tickets, the number of tickets being offered, sold, distributed or used, as well as any proceeds or profits earned from the reselling.
- 6 Combi-tickets: SC Willingen can, at its own discretion, make tickets available in conjunction with allowing the customer to use local public transport in the all of the zone covered by the fare in order to travel to and from the event premises ("**combi-tickets**"). The relevant local public transport operating company shall remain solely responsible for the transport services in relation to the combi-ticket. The price of the combination ticket is already taken into account in the total price stated in the price list, in accordance with point 1.1, and shall therefore remain the same regardless of whether the customer makes use of the entitlement. There shall be no partial refunds if this entitlement is not used.
- 7 Data protection: For one thing, unless specifically stated otherwise in these General Terms and Conditions, the customer's and/or the ticket holder's personal data shall be processed to fulfil a contract between SC Willingen and the customer and between the customer and the ticket holder, pursuant to Art. 6(1)(1)(b) of the GDPR. Furthermore, the customer's and/or the ticket holder's personal data shall be processed for the purposes of the legitimate interests of SC Willingen. These legitimate interests are set out in point 2.

- 8 Choice of law/place of performance/place of jurisdiction: The mandatory legal provisions of the country in which the customer ordinarily resides shall apply. Otherwise, German law shall apply. The application of the United Nations Convention for Contracts on the International Sale of Goods (CISG) is excluded. The sole place of performance for supply, performance and payment is Willingen. The place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions and/or their validity or legal transactions based on these terms and conditions shall be Korbach, unless the customer is a consumer.
- 9 Final provisions: If there is a change in market conditions, the legal situation or the jurisprudence of the court of final appeal, SC Willingen shall be entitled to add to and/or amend these General Terms and Conditions and/or the currently valid price list, even in relation to existing (continuing) contractual obligations, having given notice four (4) weeks' notice, having regard to the interests of SC Willingen, provided that the amendment is reasonable for the customer. Should any individual clauses of these Terms of Conditions be invalid in whole or in part this shall not affect the validity of the other clauses or the other parts of these clauses. The parties shall, by mutual consent, replace the invalid provision with a provision which conforms as closely as possible to the economic aim of the invalid provision. This shall apply mutatis mutandis to any gaps in these Terms and Conditions.

Valid as of: September 2023

Ski-Club Willingen e.V.
The management board



FIS Skisprung Weltcup Willingen 2024

www.weltcup-willingen.de



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Örtliche Partner



Radiopartner

