



General Terms and Conditions for the Purchase of Tickets for the FIS Ski Jumping World Cup Willingen from February 3 to 5, 2023

The following contractual terms and conditions ("**GTC**") shall apply to the legal relationship established by the purchase and/or use of day tickets and/or season tickets and/or other, e.g. discounted tickets (together "**ticket(s)**") of Ski-Club Willingen e.V., Zur Mühlenkopfschanze 1, 34508 Willingen ("**SC Willingen**") or third parties authorized by SC Willingen ("**authorized sales points**"), in particular for visiting events (jointly) organized by SC Willingen ("**events**"), as well as for admission to and stay in the stadium at the Mühlenkopf Hill ("**event area**").

1 Framework of the event

1.1 Purchase of tickets:

Tickets for SC Willingen events can only be purchased from SC Willingen or authorized sales points. The total price includes the statutory VAT (19%) and is otherwise based on the respective valid price list. The customer acknowledges that SC Willingen is entitled to limit the purchase channels for tickets, e.g. to online sales, for good cause, e.g. due to specified protective measures in the context of pandemic control. The customer also expressly acknowledges that SC Willingen may, in particular in the event of higher demand, give preference to or exclusively serve certain customer groups (e.g. only customers with proof of vaccination or customers with vouchers). Recourse claims against SC Willingen do not exist here, there is expressly no right to purchase a ticket.

1.2 No right of revocation and return: Even if SC Willingen offers tickets via means of remote communication in the sense of § 312c para. 2 BGB (German Civil Code) and thus a remote sales contract may exist in accordance with § 312c para. 1 BGB, there is no right of revocation of the customer when purchasing a ticket in accordance with § 312g para. 2 no. 9 BGB. This means that a two-week right of revocation and return does not exist. Every offer or order of tickets is therefore binding immediately after confirmation by SC Willingen or the authorized sales point and obliges the customer to accept and pay for the ordered tickets. Exchanges and refunds are generally excluded.

1.3 Relocation; cancellation; exclusion of spectators: SC Willingen reserves the right to postpone the events as well as to change the program, especially the exchange of the ski jumping events awarded by FIS within the competition days. In these cases, the customer has neither a claim for reimbursement of the ticket price nor a right of withdrawal. In the event of cancellation up to the day before the date of the event, the ticket price will be refunded - upon providing the bank details and presentation of the original ticket within fourteen (14) working days after the date of the event - at the nominal value less any fees incurred. In the event of cancellation or interruption of the event on the day of the event due to force majeure, in particular adverse weather conditions, as well as visual obstruction, there is no entitlement to full or pro-rata reimbursement of the ticket price. In the case of an event which, according to the regulations of a competent association or authority, must take place in whole or in part with the exclusion of spectators, both SC Willingen and the affected customer are entitled to withdraw from the contract for the purchase of tickets for the event concerned. The withdrawal by the affected customer shall be declared in text form (e-mail is sufficient), by fax or in writing by post. The affected customers will be reimbursed the paid ticket price, less any fees incurred, upon presentation or transmission of the original ticket at their own expense.

1.4 Domestic authority: The SC Willingen or assigned third parties are entitled to exercise the domiciliary rights at any time.

2 Use and passing on

2.1 Intent and purpose: In order to avoid violence and crimes in connection with attending the events and to prevent unauthorized ticket distribution, in particular to avoid ticket speculation, and to maintain the widest possible supply of tickets to fans at socially acceptable prices, but also in the context of protective measures for the health protection of the public, it is in the interest of SC Willingen and the spectators to restrict the distribution of tickets.

2.2 Illegal passing on: Any commercial resale of tickets by the customer is prohibited. In particular, the customer is prohibited from:

- a) offer and/or sell tickets publicly, in particular at auctions or on the internet (e.g. on eBay, eBay Kleinanzeigen, Facebook) and/or on sales platforms not authorized by SC Willingen (e.g. viagogo, seatwave, StubHub etc.) in generally accessible form;
- b) pass on tickets at a higher price than the paid ticket price; a surcharge of up to 10% to compensate for incurred transaction costs is permitted;
- c) to sell or pass on tickets to commercial resellers and/or ticket traders;

- d) use tickets commercially without prior written approval of SC Willingen, in particular for purposes of advertising, marketing, as a bonus, promotional gift, prize or as part of an unauthorized hospitality or travel package;
- 2.3 Legal passing on: A private, non-public transfer of a ticket for non-commercial reasons, in particular in individual cases in the event of illness or other prevention of the customer, is permitted if there is no case of unauthorized transfer within the meaning of the provision in Clause 2.2 and the customer **(1)** informs the new ticket holder of the validity and content of these GTC and the necessary transfer of information (e.g. request of first name and surname) about the new ticket holder to SC Willingen in accordance with this clause, **(2)** the new ticket holder, by purchasing and using the ticket, agrees to the validity of these GTC between the customer and SC Willingen, and **(3)** SC Willingen is informed in good time about the transfer of the ticket upon request, naming the new ticket holder, or SC Willingen has implicitly declared the transfer to the new ticket holder to be permissible. On the one hand, the data of the new ticket holder will be passed on for the purpose of fulfilling the contracts between him/her and SC Willingen and between him/her and the customer in accordance with Art. 6 para. 1 S. 1 b) of the General Data Protection Regulation GDPR. On the other hand, this data processing is carried out in order to safeguard the legitimate interests of SC Willingen (cf. Section 2.1) in accordance with Art. 6 para. 1 S. 1 f) GDPR.
- 2.4 Right of access: SC Willingen does not wish to grant access to events to everyone, but only to those ticket holders who have purchased tickets as customers from SC Willingen or an authorized sales point or within the scope of a permitted transfer in accordance with Section 2.3. SC Willingen therefore only grants access rights to its customers who can be identified by individualization features printed on the ticket (e.g. name imprint, bar/QR code and/or booking number etc.) and/or second purchasers who have acquired tickets in accordance with Clause 2.3. The right of access ends when the holder leaves the event area for the first time. In the event of a ticket purchase in the context of an unauthorized transfer according to Clause 2.2, there is no right of access. In this case, SC Willingen reserves the right to refuse admission. In this case, claims of recourse against SC Willingen are excluded. To prove his identity, the customer shall carry an official document (e.g. identity card) and present it on request.
- 2.5 Alcoholized persons: Persons who are obviously under the influence of alcohol and/or drugs will not be granted the right of access; they will be turned away at the entrance to the event area without compensation.
- 2.6 Special access conditions: If, for an important reason, e.g. health protection measures imposed by authorities or associations, certain requirements have to be met by the event organizer or customer, SC Willingen is entitled (and, if necessary, is obliged) to set special access conditions in accordance with data protection law and also to enforce compliance with them. SC Willingen is in particular entitled:
- a) to make certain requirements and/or proof a condition for the purchase of tickets and/or access to the event premises (e.g. proof of vaccination or testing, obligation to wear a mask) and to have these presented for examination in the sense of an access requirement immediately before access to or during the stay on the event premises. In the event of non-compliance with the relevant requirements, SC Willingen may refuse the purchase of tickets and/or access or expel the customer/ticket holder from the event premises.
 - b) to set up specific access time windows to be observed by the respective ticket holder. In the event of intentional or negligent non-compliance, the ticket holder may be denied access to the event premises outside the specified time window without compensation.
 - c) to be subject to additional rules, regulations and requirements (e.g. provision of further personal data) regarding access to and stay on the event premises. The applicable rules, regulations and requirements will be made available to customers in good time and must be observed by all ticket holders. Corresponding instructions of SC Willingen, the police and/or security personnel are to be followed.
Should SC Willingen announce specific special admission conditions only after the purchase of the respective tickets, the customer may withdraw from the contract for the event concerned (in part, if applicable) in the cases set forth in clauses 2.6 lit.a and lit.c. The consequences of withdrawal set out in Clause 1.3 shall apply. A right of withdrawal does not exist if the specific special admission conditions were already announced at the time of ticket purchase, or expires at the latest with each admission to the event site during the validity of the specific special admission conditions. Every ticket holder is obliged to inform himself in time about possible time considerations, spectator exclusions and applicable health protection regulations in advance of an event. SC Willingen informs on its website accordingly.
- 2.7 Measures in the event of unauthorized transfer: In the event of violations of the regulations in section 2.6 or other inadmissible passing on of tickets, SC Willingen is entitled in each case,
- a) not to deliver or cancel tickets before handover or dispatch;
 - b) block tickets and deny the holder access to or expel him/her from the event premises without compensation;
 - c) exclude customers from ticket sales for a reasonable period of time (up to a maximum of five (5) years); the period of exclusion shall be based on the number of violations, the number of tickets offered and any proceeds;
 - d) impose a contractual penalty in accordance with clause 5.
- 3 Reduced tickets: The SC Willingen provides discounted tickets to certain persons. Children up to 10 years of age, adolescents between 11 and 17 years of age and wheelchair users with an accompanying person are entitled to a discount on the purchase of tickets. Double reductions are not granted. The day of the event for which a ticket is purchased is decisive for the respective discount entitlement. The respective current official reduction certificate must be

presented when purchasing a ticket and must also be carried along when entering the event area and presented on request. For the passing on of discounted tickets the regulations in clause 2 apply with the additional proviso that a passing on is only possible if the new ticket holder also fulfils the corresponding reduction requirements, unless the new ticket holder pays a surcharge amounting to the difference between the reduced and a corresponding regular ticket before entering the event area. SC Willingen is entitled to charge a reasonable processing fee for such a revaluation.

4 Event schedule

- 4.1 Bringing objects: It is forbidden to bring drinks, glass containers, cans, PET bottles, polystyrene sheets, banners, umbrellas, drones, bulky objects (sleds, baby carriages, walkers, etc.), pyrotechnic objects, torches, weapons and similar dangerous objects as well as animals. Failure to comply with this prohibition will result in expulsion from the event area. In this case SC Willingen is entitled to refuse the customer access to the event area without compensation if the customer does not hand over these objects. A return does not take place. Violations will be prosecuted.
- 4.2 Liability: Staying on the event area is at your own risk. SC Willingen and/or its vicarious agents are liable for damages, regardless of the legal basis, only in the event of intent or gross negligence or - then limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract - in the event of breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract, whose violation endangers the achievement of the purpose of the contract and on whose compliance the customer regularly relies. This limitation of liability shall not apply to claims for damages due to injury to life, body or health or due to other legally binding liability facts. There is no liability for stolen or lost objects.
- 4.3 Picture recordings: For the purpose of reporting on the event and its promotion, SC Willingen and the relevant association or third parties (e.g. press) commissioned/authorized by them in each case may, in accordance with Art. 6 para. 1 S. 1 f) GDPR, independently of each other, produce image and sound recordings which may show the ticket holder as a spectator. These image and sound recordings may be processed, exploited and publicly reproduced by SC Willingen and the relevant association as well as third parties authorized by them in each case in accordance with Art. 6 para. 1 S. 1 f) GDPR. The legitimate interest of SC Willingen or respectively commissioned or otherwise authorized third parties (e.g. radio, press) is to show and exploit the event concerned also in the media.
- 4.4 Parking of motor vehicles: If necessary, the customer parks his vehicle at his own risk. The instructions of the police/ authorities must be followed.

5 Contractual penalty

- 5.1 Prerequisite: In the event of a culpable breach by the customer of these GTC, in particular of one or more of the provisions in sections 2.2, 2.6 or 4.1, SC Willingen shall be entitled to impose a reasonable contractual penalty of up to EUR 2,500.00 against the customer in addition to the other measures and sanctions possible under these GTC and without prejudice to any further claims for damages.
- 5.2 Amount: Decisive for the amount of the contractual penalty are in particular the number and intensity of the violations, the type and degree of fault (intention or negligence), efforts and success of the customer with regard to compensation for damages, the question of whether and to what extent a repeat offender is involved and, in the case of unauthorized resale of tickets, the number of tickets offered, sold, passed on or used as well as any revenues or profits generated by the resale.
- 6 Data protection: Unless specifically stated otherwise within these GTC, the processing of personal data of the customer and/or the ticket holder is carried out on the one hand for the fulfilment of a contract between SC Willingen and the customer, or between the customer and the ticket holder according to Art. 6 para. 1 S. 1 b) GDPR. On the other hand, the processing of personal data of the customer and/or the ticket holder is carried out to protect the legitimate interests of SC Willingen. The legitimate interests arise from Clause 2.
- 7 Choice of law/ place of performance/ court of jurisdiction: The mandatory legal provisions of the country in which the customer usually resides shall apply. In all other respects German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The sole place of performance for delivery, performance and payment is Willingen. The place of jurisdiction for all disputes arising from or in connection with these GTC and/or their validity or legal transactions based on these GTC is Korbach, Germany, unless the customer is a consumer.
- 8 Final clause: In the event of a change in market conditions or the legal situation or supreme court rulings, SC Willingen shall be entitled, even in the case of existing (permanent) contractual obligations, to supplement and/or amend these GTC and/or the respective valid price list with a notice period of four (4) weeks in advance, provided that the amendment is reasonable for the customer, taking into account the interests of SC Willingen. Should individual clauses of these GTC be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall replace an invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any loophole in these GTC.

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www.weltcup-willingen.de

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