

DSV Verwaltungs GmbH
/ Oberhofer Sport und Event GmbH
General Ticket Terms and Conditions („GTTC“)
Version August 2023

1. Area of application

1.1 Legal relationship with the Reseller: These GTTC shall apply to the legal relationship established by the purchase of day and/or multi-day and/or other admission tickets (hereinafter jointly called “**Ticket**” or “**Tickets**”) of DSV Verwaltungs GmbH, Haus des Ski, Hubertusstraße 1, 82152 Planegg („**Reseller**“) as the holder of the Ticket rights within the scope of these GTTC according to this section 1. This legal relationship includes in particular the processing of the Ticket purchase and as well as the access to events (e.g. winter sports competitions) which are organized by the local organizing committee Oberhofer Sport und Event GmbH, Am Grenzdler 7, 98559 Oberhof (“**Organizer**“) in the Arena am Rennsteig, Am Grenzdler 2, 98559 Oberhof (“**Event Site**“) and at least partially co-hosted by the Reseller (“**Events**“).

1.2. Legal relationship with the Organizer: The use of the Tickets shall also lead to contractual relations between the respective Ticket holder and the Organizer with regard to attendance at the Event and stay on the Event Site; this may in particular be based on separate stadium or house rules (see section 9.1) of the Organizer, provided that they are duly incorporated into the legal relationship with the customer or Ticket holder upon entry to the Event Site at the latest.

1.3. Special Projects/Additional Products: The Reseller may, at its own discretion, temporarily offer and/or sell within the scope of the procurement channels pursuant to section 2 of these GTTC

- a) the purchase of rights to participate in other projects related to a specific Event or purpose in connection with an Event (e.g., other entitlements in connection with an Event, etc.; “**Special Projects**“); and/or
- b) products that are linked to a specific occasion or purpose in connection with the purchase of Tickets (e.g. ticket insurance, etc.; “**Additional Products**“),

that are not already subject to the basic scope of these GTTC pursuant to section 1.1 above.

The subject matter and scope of performance of the respective Special Project or Additional Product shall be determined by the Reseller's offer description valid at the time of the order. Sections 2.1 to 2.3, 3.1 to 3.3, 4 to 7 as well as 11 to 14 of these GTTC shall apply accordingly to Special Projects or Additional Products, unless expressly deviating special provisions apply, possibly also those of a third party.

2. Order and subject of performance

2.1. Purchase channels: Tickets for Events may generally only be purchased from the Reseller and its authorized points of sale. Whether a point of sale is authorized by the Reseller can be inquired from the Reseller itself under the contact address under section 11 (“**Contact Address**“) - secondary market platforms such as viagogo, Global Ticket, StubHub, etc. or other Internet platforms (e.g. eBay, eBay Classifieds, Facebook) are not authorized points of sale.

2.2. Ticket ordering: In case of online ordering under the customer submits a binding offer for conclusion of contract with the Reseller. The Reseller shall confirm the receipt of the offer to the customer online ("**Order confirmation**"). This confirmation shall not yet constitute acceptance of the offer but shall be subject to the availability of the Ticket ordered and the allowance of special circumstances (e.g. hygiene, safety or health aspects). Only with the shipping (incl. electronic shipping) or deposit of the Ticket, the contract between the Reseller and the customer on the basis of these GTTC shall be concluded. In the event of a purchase or order on site or by telephone, the contract shall be concluded upon handover or shipping of the Tickets (incl. electronic shipping, e.g. in the case of E-Tickets, see section 4.2). This clause applies accordingly to orders of Tickets on the official secondary market platform of the Reseller accordingly (available at <https://tickets.biathlon-oberhof.de/>), if any.

2.3 Special provisions: Reseller shall be entitled at any time and reserves the right to limit the total maximum number of Tickets available for sale in the context of an Event and for the individual customer in the context of the order process at its own discretion, to grant or deny Ticket discounts and/or preferential terms.

2.4 Allocation of other Tickets: Provided that the customer has consented, the Reseller is entitled, in the event of a sell-out of the requested category, to allocate Tickets of the next lower category to the customer and/or to limit the number of Tickets instead of not accepting the offer.

2.5 Right of access: Reseller and/or Organizer do not intend to grant access to Events to every Ticket holder, but only to those Ticket holders who have purchased Tickets as a customer from the Reseller or an authorized point of sale or in the context of a permissible transfer pursuant to section 8.3 and, if applicable, fulfill further applicable admission requirements (e.g. pursuant to section 2.6). Reseller and/or Organizer shall therefore only grant a right of access ("**Right of Access**") to customers who are identifiable by means of individualization features fixed in or on the Ticket (e.g. first and last name, bar code/QR code and/or booking number, etc.) and/or to secondary purchasers who have permissibly purchased Tickets in accordance with section 8.3 and who fulfill any further applicable admission requirements (e.g. in accordance with section 2.6). To prove his identity, the customer must carry an official document suitable for identification (e.g. identity card) and show it on request. The customer or Ticket holder is prohibited from manipulating, defacing and/or damaging the individualization features (e.g. name imprint, seat data, barcode, QR code, serial and/or shopping cart numbers) or other Ticket-related features (e.g. Ticket category and price, discount) fixed in or on the Tickets. Reseller or Organizer fulfill their obligations with regard to the customer's or the respective Ticket holder's Right of Access by granting one-time access to the Event. Reseller or Organizer shall also be released from their obligation to perform if the Ticket holder has not acquired an effective Right of Access in accordance with this section. The Right of Access ends when the Ticket holder leaves the Event Site for the first time. In the event of a Ticket purchase in the context of an unauthorized transfer pursuant to section 8.2, there shall be no Right of Access. In this case, Reseller or Organizer reserve the right to refuse admission. In this case, claims for recourse against the Reseller or the Organizer shall be excluded.

2.6 Special conditions for Ticket purchase and access: For good cause, e.g. due to externally ordered health or other required security measures, Reseller or Organizer shall be entitled (and, if applicable, obligated) within the framework of the data protection provisions to stipulate special conditions for the purchase of Tickets or access to and stay on the Event Site and also to enforce compliance with such conditions vis-à-vis the customer or Ticket holder:

- a) Reseller or Organizer are entitled to make certain requirements and/or proof a condition for the purchase of Tickets and/or admission to or stay on the Event Site (e.g. proof of health status), and to have these proofs documented by the Ticket holder in the sense of an admission requirement immediately before admission to the Event Site.
- b) Reseller or Organizer are entitled to subject the purchase of Tickets and/or access to or stay on the Event Site to additional rules, regulations and requirements (e.g. provision of further personal data; access to the stadium only during certain time windows). These will be made available to the customer timely and must be observed by all Ticket holders from the time they are announced.
- c) If the customer or Ticket holder is unable to fulfill the special access conditions pursuant to section 2.6 lit. a and lit. b, the Reseller and/or the Organizer may refuse the Ticket purchase and/or admission to or stay on the Event Site. Claims for recourse against the Reseller and/or the Organizer are excluded in such a case.

If the Reseller and/or the Organizer announce specific special access conditions only after the purchase of the respective Tickets, the customer may revoke the contract for the Event concerned (in part, if applicable) in the cases of sections 2.6 lit. a and lit. b. The consequences of revocation set out in section 7.2 shall apply. A right of revocation 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 access conditions.

3. Prices, discounts, multi-day Tickets

3.1 Prices: The Ticket price is based on the Reseller's price list valid at the time of the order - available at <https://tickets.biathlon-oberhof.de/> (prices vary per Event). Orders for Tickets will only be processed against prepayment and with the accepted payment methods (e.g. Giropay, credit card, Paypal). In addition to the Ticket price, the Reseller may charge the customer the shipping costs in the event of a Ticket shipment (see section 4.1) and/or a reasonable service fee (e.g. advance booking fee) for services that are in the interest of the customer. If payment is not successfully made for reasons for which the customer is responsible (e.g. insufficient credit card or account coverage, chargeback, etc.), the Reseller shall be entitled to cancel the order without replacement or to block the corresponding Tickets electronically; the corresponding Tickets shall lose their validity. Any additional costs incurred shall be reimbursed by the customer. The Reseller reserves the right to assert further claims for damages.

3.2 Pricing error: If a contract is concluded between the customer and the Reseller pursuant to section 2.2 on the basis of a price that is obviously incorrectly advertised by the Reseller (regular price deviation of more than 50 percent from the usual price of the purchased Tickets on the basis of the Reseller's price list valid at the time of the order pursuant to section 3.1, without advertising a discount or similar), both the Reseller and the customer concerned shall be entitled to revoke the contract on the purchase of Tickets for the Event concerned. The revocation must be declared at least in text form (e-mail is sufficient). The customer concerned shall be refunded the Ticket price paid - in the event of revocation by the customer against presentation or forwarding of the original Ticket for his own account, in the case of e-Tickets by stating the relevant order number in the notice of revocation, less any service or shipping charges incurred. Section 7.7 shall apply accordingly.

3.3 Discount entitlement: The entitlement to discount for the purchase of Tickets shall be determined as part of the ordering process. Double discounts will not be granted. For the respective discount entitlement, the day on which the event takes place, for which a Ticket is purchased shall be decisive. The respective current official proof of discount must be presented when purchasing the Tickets and must be shown on request of the security personnel upon entry to the Event. If it is not presented or if it is not valid, access may be refused; the refused customer has no claim of compensation.

3.4 Multi-day ticket: In principle, a multi-day ticket entitles the customer to attend those Events on the Event Site for which he/she has acquired a Right of Access. Details can be found in the service description when ordering the multi-day ticket. The amount of the Ticket price, the entitlement to a discount, and the corresponding cut-off date for multi-day tickets are based on the Reseller's price list - available at <https://tickets.biathlon-oberhof.de/> (prices vary per Event).

Upon expiry of the last Event covered by the Right of Access granted by means of the multi-day ticket, the latter shall automatically lose its validity, i.e. the customer shall lose any Right of Access to the Event Site. Early termination of the multi-day ticket by the customer, allocation of a new place on the Event Site at the customer's request and/or transfer of the multi-day ticket to another person is excluded. The right of each party to extraordinarily terminate the contractual relationship established by the purchase of a multi-day ticket for good cause pursuant to section 314 (1) of the German Civil Code (BGB) shall remain unaffected. Good cause for the Reseller shall be deemed to exist in particular if the Reseller or Organizer is entitled to pronounce one of the legal consequences described therein in accordance with sections 8.5 and/or 9.2.

4. Ticket shipping, deposit

4.1 Postal shipping: Tickets shall be shipped by post at the customer's expense, whereby the Reseller shall select the shipping company and provide it with the customer's shipping data for the performance of the contract pursuant to Art. 6 (1) p. 1 b) GDPR. Tickets are regularly delivered to the customer within seven (7) business days from Order confirmation (cf. section 2.2). If the customer has not received any Tickets by this time, the Reseller must be notified immediately at the Contact Address if Tickets are lost during shipment. The Reseller shall reissue Tickets lost in transit in accordance with section 5.3.

4.2 E-Ticket: When Tickets are sent as e-Tickets, the Tickets ordered are sent to the customer electronically in the form of a 2D barcode and in PDF format. No shipping fees will be charged when sending an e-Ticket electronically. The 2D barcode for access to the Event Site must be saved on the smartphone or printed out in legible quality and carried at the event in A4 paper form. Non-legible 2D barcodes or printouts that are not the fault of the Reseller or organizer do not entitle the holder to access the Event Site.

4.3 Deposit: If the Reseller is unable to guarantee timely receipt of the Tickets in the event of an order placed at short notice and the Reseller notifies the customer thereof, the Reseller may, in individual cases and at its own discretion, agree to deposit the Tickets for collection at a service point set up for this purpose by the Reseller or the Organizer at the respective Event Site. Tickets may only be collected by the customer, or a third party authorized in writing by the customer upon presentation of an official identification document (ID card, passport, etc.). The Reseller or the Organizer may charge a reasonable service fee for the deposit of the Tickets. The risk of loss of or damage to the Tickets prior to collection shall be borne by the

customer, unless there is gross negligence or intent on the part of the Reseller or the Organizer or a third party commissioned by them.

5. Complaint, defect, loss

5.1 Complaints: Complaints about Tickets and/or Ticket orders that are recognizably defective must be made immediately, i.e. without culpable delay, as a rule within five (5) working days of receipt of the Tickets, but no later than seven (7) working days before the start of the respective Event, at least in text form (e-mail is sufficient) to the Contact Address. In the case of Tickets and/or Ticket orders made within the last seven (7) working days before the respective Event, and/or in the case of deposited Tickets, the complaint must be made immediately; in all other respects, the previous provision shall apply accordingly. Defective in the sense of this section are in particular inadmissible deviations from the order with regard to number, price, date, event, defective printed image, missing essential information such as seat number/category in the case of Tickets in paper form and/or visible damage or destruction of the Ticket. The receipt postmark or the transmission protocol of the e-mail is decisive for the observance of the complaint period. In the event of a justified and timely complaint, the Reseller shall issue the customer a new Ticket free of charge in return for the destruction or handover of the Ticket complained about in paper form; the Reseller shall block e-Tickets in return for appropriate proof of the error and upon proven legitimation of the customer (e.g. sending of a screenshot stating the relevant order number) and shall issue a new e-Ticket free of charge while rectifying the error. The regulations on complaints expressly do not apply to Tickets that have been lost in accordance with section 5.3 or to Tickets that have not been ordered, nor to cases in which the reason for the complaint is demonstrably the fault of the Reseller.

5.2 Defect: In the event of a technical defect in a Ticket or in the event of difficulties in electronic access control (e.g., in the case of e-Tickets), a new Ticket will be issued or the old Ticket will be released, provided that the customer's authorization can be proven and the old Ticket is blocked. This expressly does not apply to technical defects that can be clearly attributed to the customer (e.g. damage to the individualization features embedded in or on the Ticket (cf. section 2.5), defect in the cell phone, illegible printout, etc.). Processing fees in accordance with the price list may be charged for the reissue, unless the Reseller or the Organizer or third parties commissioned by them are demonstrably responsible for the defect.

5.3 Loss: The Reseller shall be notified immediately of the loss, i.e. any involuntary loss, of Tickets purchased via the Contact Address in text form (e-mail is sufficient), by fax or by post. The Reseller shall be entitled to block these Tickets immediately after notification of the loss. In the event that a Ticket subject to electronic access control is lost (e.g. in the case of e-Tickets), the Ticket shall be reissued after notification of the loss, blocking of the Ticket and verification of the customer's legitimacy. A processing fee in accordance with the price list may be charged for the reissue, unless the Reseller or the Organizer or third parties commissioned by them are demonstrably responsible for the loss. For security reasons, other lost Tickets cannot be reissued.

6. Withdrawal, return, refund

6.1 No right of withdrawal or return: Even if the Reseller offers Tickets via means of distance communication within the meaning of section 312c (2) of the German Civil Code (BGB) and thus a distance contract may exist pursuant to section 312c (1) of the German Civil Code (BGB), there is no two-week right of withdrawal and return for the customer when purchasing a Ticket pursuant to section 312g (2) No. 9 of the German Civil Code (BGB). Each submission

of an offer or order for Tickets is therefore binding immediately after confirmation by the Organizer or authorized sales points and obligates the customer to accept and pay for the Tickets ordered.

6.2 Exchange and return: Exchange and return of Tickets are generally excluded. If a customer cannot use his Ticket for personal reasons (e.g. illness), a transfer of the Ticket to a third party is permissible by way of exception within the framework of the regulation under section 8.3.

7. Postponement, cancellation, abandonment, exclusion of spectators

7.1 Outdoor events: The customer acknowledges that the Events are outdoor events, so that the implementation, course and times of the individual competitions can be influenced by the weather conditions. In addition, the Organizer is bound by the specifications and rules of the national and international sports federations regarding the implementation of the Events and the individual competitions. The days and times stated at the time of conclusion of the contract for the individual competitions held during an Event are therefore non-binding.

7.2 Postponement: The Organizer reserves the right to postpone the Events as well as to change the program, in particular the exchange of individual competitions within the competition days, especially due to the reasons mentioned in section 7.1. If the start time for a competition is postponed to another time of the respective competition day, the respective Ticket still entitles the customer to participate in this competition as a spectator. In such cases, the customer shall have neither a claim to (pro rata) reimbursement of the price paid nor a (partial) right of revocation vis-à-vis the Reseller.

Should an Event be postponed in the long term (i.e. postponement of the entire Event to another date), the corresponding Tickets shall remain valid. In this case, the customer is entitled to (partial) revoke the contract. The revocation must be declared at least in text form (e-mail is sufficient) to the Contact Address. Upon presentation of the Ticket or return of the Ticket at the customer's own expense, or in the case of e-Tickets by stating the relevant order number in the notice of revocation, the customer concerned shall, at the Reseller's discretion, either receive a (pro rata) refund of the ticket price paid or be sent a voucher to the value of the relevant Ticket price for redemption as part of a future Ticket purchase, unless the allocation of a voucher is unreasonable for the customer. Service and shipping fees will not be refunded.

7.3 Cancellation: In the event of cancellation before the official start of the Event, both the Reseller and the affected customer shall be entitled to revoke the contract for the purchase of Tickets for the affected Event. The revocation (in the case of multi-day tickets, the partial revocation) by the affected customer must be declared at least in text form (e-mail is sufficient) to the Contact Address. The consequences of revocation set out in section 7.2 shall apply.

The right of revocation does not apply in the Event of cancellation of the event from forty-eight hours (48 h) before the official start of the Event due to force majeure, in particular due to adverse weather conditions (e.g. temperatures below minus fifteen degrees Celsius (-15°C), fog, heavy snowfall, gusts of wind, hail, earthquakes, avalanches, severe thunderstorms, other obstructions to visibility).

7.4 Exclusion of spectators: In the case of an Event that must be held in full (or in part, if the customer's Ticket is affected by the partial exclusion) with the exclusion of spectators in accordance with the provisions of a competent association or authority, both the Reseller and

the affected customer shall be entitled to revoke the contract for the purchase of Tickets for the affected Event. The revocation (in the case of multi-day tickets, the partial revocation) by the affected customer must be declared at least in text form (e-mail is sufficient) to the contact Address. The consequences of revocation set out in section 7.2 shall apply.

The Reseller shall be solely responsible for determining which customers or which Tickets are affected by a partial exclusion of the spectators. The Reseller shall be obligated to make the corresponding decision in accordance with objective, transparent and non-discriminatory principles and to notify the affected customer without delay.

7.5 Discontinuation: In case of an Event is being discontinued, the customer shall not be entitled to a refund of the Ticket price paid, unless the Reseller or the Organizer is responsible for the cancellation or a weighing of the conflicting interests of the customer with those of the Reseller or the Organizer speak in favor of a (pro rata) refund in the individual case.

7.6 Information duty: The customer or Ticket holder is obliged to inform himself in good time in advance of the respective Event/competition day for which he has purchased Tickets from the Reseller about the respective current Event schedule, the exact start of the competition and about possible postponements, spectator exclusions and applicable safety and hygiene regulations. The latest information on this can be found at <https://www.weltcup-oberhof.de/>.

7.7 Futile expenses: The Reseller or the Organizer shall not be liable to the customer or Ticket holder for futile expenses (e.g. futile travel and accommodation costs) in cases covered by sections 7.2 to 7.5.

8. Transfer of Tickets

8.1 Interest worthy of protection: In order to prevent acts of violence and criminal acts in connection with attendance at Events and to prevent the unauthorized transfer of Tickets, in particular to prevent ticket speculation, and to maintain the broadest possible supply of Tickets to fans at socially acceptable prices, it is in the legitimate interest of the Reseller, the Organizer and the spectators to impose reasonable restrictions on the transfer of Tickets.

8.2 Use and inadmissible transfer: The customer undertakes to acquire and use the Ticket(s) exclusively for private purposes. Any commercial transfer or resale or any other unauthorized offering of purchased Tickets by the customer without the prior written consent of the Reseller shall be prohibited. In particular, the following shall be deemed to be inadmissible passing on or inadmissible offering,

- a) to offer and/or sell and/or pass on Tickets publicly, at auctions or on the Internet (e.g. eBay, eBay Kleinanzeigen, Facebook) and/or on sales platforms not authorized by the Organizer (e.g. viagogo, seatwave, StubHub etc.);
- b) to pass on Tickets at a higher price than the price paid. A price surcharge of up to 10% to compensate for transaction costs incurred is permissible;
- c) to pass on Tickets on a regular basis and/or in a larger number;
- d) to sell or pass on Tickets to commercial and industrial resellers and/or ticket dealers or ticket platforms;
- e) use or allow Tickets to be used commercially without the express prior consent of Reseller, in particular for the purposes of advertising, marketing, as a bonus, as a promotional gift, as a prize or as part of an unauthorized hospitality or travel package; and/or

- f) resell Tickets if such Tickets were purchased using automated procedures designed to circumvent restrictions on the number of Tickets that may be purchased by a person (see section 2.3) or other regulations applicable to the sale of Tickets (so-called BOT purchases).

8.3 Admissible transfer: A private 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 permissible if there is no case of inadmissible transfer within the meaning of the regulation in section 8.2 and

- a) the transfer is made via any official secondary market platform offered by the Reseller (<https://tickets.biathlon-oberhof.de/> and/or <https://tickets.skideutschland.de/>), if any, and in the manner specified for this purpose on the secondary market platform, or
- b) the customer expressly informs the new Ticket holder (1) of the validity and content of these GTTC as well as the necessary disclosure of information (name) about the new Ticket holder to the Reseller in accordance with this section, (2) the new Ticket holder agrees to the validity of these GTTC between him and the Reseller as well as to the processing of his data necessary for the performance of the contract (regularly name, address, date of birth, if applicable) by the Reseller by purchasing and using the Ticket. date of birth, if applicable) by the Reseller and (3) the customer informs the Reseller upon request in a timely manner about the transfer of the Ticket by naming the new Ticket holder and/or the Reseller has impliedly declared the transfer to the new Ticket holder to be permissible.

8.4 Data of the new Ticket holder: On the one hand, the processing of the name of the new Ticket holder is carried out for the fulfillment of the contracts between him and the Reseller as well as between him and the customer pursuant to Art. 6 (1) p. 1 b) GDPR. On the other hand, this data processing is carried out to protect the legitimate interests of the Reseller or the Organizer pursuant to Art. 6 (1) p. 1 f) GDPR. The legitimate interests of the Reseller or the Organizer result from section 8.1.

8.5 Measures in case of an inadmissible transfer: In case of one or several violations of the provision in section 8.2 and/or other inadmissible transfer of Tickets, the Reseller and/or the Organizer has the right

- a) not to deliver to the customer and to cancel Tickets that have been used before handover or dispatch to the customer contrary to the regulations in section 8.2;
- b) to block Tickets without compensation and to deny the Ticket holder access to the Event Site without compensation or to expel him from the Event Site;
- c) exclude affected customers from purchasing Tickets for a reasonable period of time, up to a maximum of five (5) years; the length of the exclusion shall be determined by the number of violations, the number of Tickets offered, sold, transferred or used, and any proceeds generated by resale;
- d) impose a contractual penalty on the customer in accordance with section 10;
- e) to report the incident in an appropriate manner, also mentioning the name of the customer, in order to prevent the use of the Tickets in breach of contract in the future (legal basis Art. 6 (1) p. 1 f) GDPR).

9. Behaviour on the Event Site

9.1 Stadium regulations/house rules: Admission to the Event Site is subject to the stadium and/or house rules posted there and available at any time under <https://www.weltcup-oberhof.com/wch-2023-tickets/house-and-stadium-rules/>. Upon entry to the Event Site at the latest, each Ticket holder acknowledges the stadium and house rules and accepts them as binding; they shall apply irrespective of the validity of these GTTC.

The Organizer or third parties commissioned by the Organizer are entitled to exercise domiciliary rights at all times. The instructions of the Organizer, the police and the security personnel in the run-up to, during and immediately after an event must always be followed.

9.2 Right of access: In principle, every customer or Ticket holder with a validly acquired Right of Access in accordance with section 2.5 or 2.6 is entitled to access the Event Site. Admission may be denied if

- a) the customer or Ticket holder refuses to submit to an appropriate check of his/her person and/or items carried by the security personnel before entering the Event Site,
- b) the individualization features fixed in or on the Tickets (e.g. name imprint, seat data, barcode, QR code, serial and/or shopping cart numbers) or other Ticket-related features (e.g. ticket category and price, discount) are tampered with, rendered unrecognizable and/or damaged, insofar as this is not the fault of the Reseller or Organizer, and/or
- c) the Ticket holder is not the same person as the customer who is stored as a customer in connection with the Ticket and is noted on the Ticket by means of individualization features, unless there is a case of permissible disclosure pursuant to section 8.3, and/or
- d) technical failures that can be clearly attributed to the customer (e.g. defect of the cell phone, unreadable printout, etc.) lead to the fact that electronic access control is not possible, and/or
- e) the customer or Ticket holder has already entered the defined area of the Event Site once in the context of the same event and subsequently left it again; in this case, the Ticket loses its validity.

In the event of justified refusal of access, the customer or Ticket holder shall have no claim to compensation.

9.3 View obstructions: Temporary obstructions of view may occur on the entire Event Site, in particular due to the waving of flags and/or standing spectators. Complaints or claims for compensation due to these restrictions are excluded.

9.4 Seat assignment: Each Ticket holder must occupy the seat on the Event Site that is indicated on his Ticket or for which his Ticket is valid. The customer acknowledges that the Organizer is entitled, for good cause, e.g. due to externally ordered health or other required safety measures, to assign the Ticket holder to seats of the same or a higher, and in the case of the Ticket holder's consent also a lower, category on the Event Site that deviate from his ordered seats.

9.5 Recordings of spectators of the Events: For the purpose of public reporting on and promotion of the Event and the competition, the Reseller, the Organizer and a relevant association or third parties commissioned or otherwise authorized by them in each case (e.g. broadcasting, press) may independently create image and sound recordings pursuant to Art. 6 (1) sentence 1 f) GDPR, which may show the Ticket holder as a spectator of the Event in question. The legitimate interest of the Reseller and/or Organizer or third parties commissioned or otherwise authorized by the Organizer in each case (e.g. radio, press) lies in the interest of

also showing and exploiting the event concerned in the media. These image and sound recordings may be processed, exploited and publicly reproduced by the Reseller, the Organizer and a responsible association as well as third parties authorized by them in each case (e.g. broadcasting, press) within the scope of the same legitimate interest pursuant to Art. 6 (1) sentence 1 f) GDPR. Further details on data protection can be found under section 13.

If a customer acquires tickets not only for himself but also for other Ticket holders with an effective right to visit, the customer is required to ensure that the information in this section 9.5 and in section 13 is forwarded to the Ticket holder concerned. The provisions on the permissibility of passing on the Tickets pursuant to section 8 shall remain unaffected.

10. Contractual penalty

In the event of a culpable violation of these GTTC by the customer, in particular of one or more provisions in section 8.2 - in particular section 8.2 lit. a) and b) - the Reseller shall be entitled, in addition to the other measures and sanctions possible under these GTTC and without prejudice to any claims for damages in excess thereof, to impose a reasonable contractual penalty of up to EUR 2,500.00 on the customer. The amount of the contractual penalty shall be determined in particular by the number and intensity of the violations, the type and degree of fault (intent or negligence), the efforts and successes of the customer or Ticket holder with regard to making good the damage, the question of whether the customer or Ticket holder is a repeat offender, and, in the case of unauthorized resale of Tickets, the number of Tickets offered, sold, passed on or used, as well as any proceeds or profits generated by the resale. For the avoidance of doubt, it is pointed out that the contractual penalty may exceed the proceeds or profits generated by the resale.

11. Liability

The Reseller, the Organizer, their legal representatives and/or vicarious agents shall be liable for damages, irrespective of the legal grounds, only in the event of intent or gross negligence or - then limited to the damage foreseeable at the time of the conclusion of the contract and typical for the contract - in the event of a breach of material contractual obligations. Material contractual obligations are obligations the fulfillment of which is essential to the proper performance of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and the observance of which the customer regularly relies on. This limitation of liability shall not apply to claims for damages due to injury to life, limb or health or due to other mandatory statutory liability.

12. Contact Address

Queries and all matters relating to Tickets of the Reseller can be directed to the Reseller via the following contact options:

DSV Verwaltungs GmbH | Haus des Ski | Hubertusstr. 1 | 82152 Planegg; Tel: 01805 37 88 73 (cost per call maximum 14 cents per minute from a German landline, mobile costs may vary; e-mail: tickets@skideutschland.de).

13. Data protection

Unless specifically stated otherwise in the GTTC, the processing of personal data of the customer and/or the Ticket holder shall be carried out, on the one hand, for the performance of a contract between the Reseller and the customer/Ticket holder, or between the customer and the Ticket holder pursuant to Art. 6 (1) p. 1 b) GDPR. On the other hand, the processing of personal data of the customer and/or the Ticket holder is carried out in order to protect the legitimate interests of the Reseller or the Organizer. These legitimate interests result from sections 8.1 and 9.5. The further data protection provisions, including the rights of the Ticket holder under the GDPR and the contact details of the Reseller's data protection officer, can be found in the data protection declaration available at <https://www.weltcup-oberhof.com/privacy/>.

14. Miscellaneous

14.1 Amendments/changes: In the event of a change in the market conditions and/or the legal situation and/or supreme court rulings, the Reseller shall be entitled, even in the case of existing contractual obligations, to supplement and/or amend these GTTC with a notice period of four (4) weeks in advance, provided that this is reasonable for the customer. The respective amendments shall be notified to the customer in writing or - if the customer has agreed to this form of correspondence - by e-mail. The amendments and/or changes shall be deemed to have been approved if the customer has not objected to them in writing or by e-mail within a period of four (4) weeks after receipt of the amendments and/or changes, provided that the Reseller has expressly referred to this fiction of approval in the notification. The customer shall address any existing objections to the contact address.

14.2 Severability clause: Should individual sections of these GTTC be invalid in whole or in part, this shall not affect the validity of the remaining sections or the remaining parts of such sections. 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 GTTC.

14.3 Final Provisions: The mandatory legal provisions of the country in which the customer usually resides shall apply. German law shall apply in all other respects. 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, service and payment shall be the Reseller's registered office.

The place of jurisdiction for all disputes arising from or in connection with these GTTC and/or their validity or legal transactions based on these GTTC shall be the Reseller's registered office, unless the customer is a consumer.

In the event of any difficulties of interpretation between the German and the English version of these GTTC, the German version shall prevail.