

Terms and Conditions of VfL Wolfsburg-Fußball GmbH for guided tours of the Volkswagen Arena and the AOK Stadium and for visits to VfL-FußballWelt, including the workshops offered there

1. Scope, general information

These Terms and Conditions apply to the purchase of tickets from all sales points, particularly the online ticket shop, for guided tours of the Volkswagen Arena and the AOK Stadium, as well as to visits to VfL-FußballWelt, including the workshops offered there in the extra-curricular learning centre. The contracting party in each case is VfL Wolfsburg-Fußball GmbH (known hereafter as VfL Wolfsburg).

Only these Terms and Conditions apply. Any differing, conflicting or additional terms and conditions of the customer only become part of the contract if and to the extent that VfL Wolfsburg has explicitly approved their application in writing.

2. Contractual contents of tours of the arena and stadium, stadium rules and other requirements

2.1. VfL Wolfsburg offers guided tours of the Volkswagen Arena and AOK Stadium both on match days ("match day tours" – from 4.5 hours before kick-off) and on other days. They can be booked by individuals and groups.

2.2 The various current ticket options for guided tours, with details of their duration, emphasis, prices (including VAT), meeting points and the days and times of the tours can be found on the website of VfL Wolfsburg (www.vfl-wolfsburg.de/info/arena/besucherservice/arenafuehrungen.html).

2.3. The stadium rules for the Volkswagen Arena and the AOK Stadium must be followed. When they take part in a guided tour, the ticket holder agrees to follow the stadium rules for the Volkswagen Arena and AOK Stadium, which are displayed at the respective stadiums and can be inspected on the website of VfL Wolfsburg (www.vfl-wolfsburg.de) or sent on request.

2.4. School classes may only take part in guided tours if they are accompanied by a teacher or another adult supervisor. The students must be supervised by this person as necessary throughout the tour. If any damage is caused and the responsible individual in the group cannot be identified, VfL Wolfsburg will assert its statutory claims against the supervisor.

2.5. No animals may be taken on the guided tour.

2.6. Ticket holders may only use photos and other video/audio recordings that they take during a tour of the arena or stadium for private, non-commercial purposes.

2.7. Customers must ensure that participants in the guided tour they have booked have a head for heights and are otherwise physically capable of walking up steep slopes and longer distances. Appropriate footwear with a good grip must be worn.

2.8. In exceptional cases, such as for security reasons or before an event, some areas of the Volkswagen Arena or AOK Stadium may be cordoned off at short notice. In these cases customers are not entitled to a partial refund of the ticket price.

3. Contractual contents of VfL-FußballWelt including workshops and other requirements

3.1. An up-to-date overview of the tickets, packages, opening hours and prices (including VAT) for visits to the interactive exhibition at VfL-FußballWelt and the workshops for school classes and other groups offered in the extra-curricular learning centre can be found on the website of VfL Wolfsburg (www.vfl-fussballwelt.de).

3.2. School classes may only visit the VfL-FußballWelt and attend workshops in the extra-curricular learning centre when

accompanied by a teacher or another adult supervisor. The students must be supervised by this person as necessary throughout the visit and the workshop. If any damage is caused and the responsible individual in the group cannot be identified, VfL Wolfsburg will assert its statutory claims against the supervisor.

3.3. The VfL-FußballWelt may be closed entirely, partially or temporarily to additional visitors to prevent overcrowding or for other reasons.

3.4. Animals, food and drink may not be brought into the exhibition at the VfL-FußballWelt. Any food and drink that guests have brought with them must be stored in the VfL-FußballWelt visitor lockers before the visit starts. Items of clothing can also be left in the cloakroom. VfL Wolfsburg advises guests, also by means of on-site notices, that it accepts no liability for the loss of clothing.

3.5. Ticket holders may only use for private, non-commercial purposes any photos and other video/audio recordings that they take during a visit to the exhibition at the VfL-FußballWelt or while participating in a workshop there.

3.6. Customers must ensure that participants of the visit to the VfL-FußballWelt they have booked who wish to use the interactive, football-related stations on offer are physically capable of doing so and wear appropriate footwear (without heels).

4. Conclusion of contract, payment terms, reservation of title, cancellation

4.1. When tickets are purchased on site for guided tours (Volkswagen Arena and AOK Stadium) and to visit VfL-FußballWelt, the contract with VfL Wolfsburg comes about when the tickets are accepted in the VfL-FußballWelt foyer. For orders by phone, via the online ticket shop or by email, the contract comes about when VfL Wolfsburg confirms the order, but no later than when the customer receives the tickets.

4.2. Depending on the payment methods on offer, payment is by EC card, SEPA direct debit, credit card or against invoice. Payments against invoice must be made no later than 10 days following receipt of the invoice or the last working day before the event, whichever is earlier. Payments must be received by VfL Wolfsburg by the due date. Tickets purchased on site may only be paid for before delivery (cash, credit card or EC card).

4.3. Tickets are valid for one single visit to VfL-FußballWelt on the agreed date or for one single ticket for the guided tour of the arena or the stadium at the agreed time. Tickets lose their validity when the visitor leaves the premises of VfL-FußballWelt and the guided tour is over. If ticket holders do not arrive or arrive late for the guided tour (Volkswagen Arena or AOK Stadium), entitlement to the guided tour is forfeited without refund of the ticket costs. No replacements will be issued in the case of lost tickets.

4.4. Special terms for group bookings for guided tours of the arena/stadium and VfL-FußballWelt.

If a group (at least 15 persons) plans a guided tour of the arena/stadium and/or plans to visit VfL-FußballWelt and possibly to take part in a workshop there too, customers may request a reservation from VfL Wolfsburg by calling +49 5361 8903655, sending an email to fussballwelt@vfl-wolfsburg.de or sending a fax to +49 5361-8903678. Customers should tell VfL Wolfsburg the number of people in the group and the desired date (with alternatives if possible) when they make the request.

VfL Wolfsburg sends the customer an offer on the basis of this information, which can be accepted by the customer within 14 calendar days, unless stated otherwise in the offer.

The contract comes about when the customer signs and returns the offer to VfL Wolfsburg within the deadline. If the offer is accepted after the deadline, this constitutes a new offer by the customer, which must be accepted in writing by VfL Wolfsburg.

Once the contract has come about, VfL Wolfsburg sends the customer an invoice, which is payable within the deadline defined in number 4.2 unless stated otherwise.

Tickets are handed out to the members of the group in the foyer of VfL-FußballWelt on the agreed day of the visit (from 15 minutes before the start of the tour / visit to VfL-FußballWelt).

If a group fee has been agreed, it is not changed even if the number of visitors is smaller.

4.5. Tickets may only be purchased at reduced prices and reduced-price tickets only used for guided tours/visits to VfL-FußballWelt on presentation of evidence justifying the reduction. Reductions cannot be granted after purchase.

4.6. The tickets handed out remain the property of VfL Wolfsburg until they have been paid for in full.

5. Withdrawal right for the customer

Even if the customer purchases the tickets using telecommunications means (e.g. by phone, online or email) within the meaning of section 312c para. 2 of the BGB and so may be party to a distance selling contract in accordance with section 312c para. 1 of the BGB, section 312g para. 2 no. 9 of the BGB stipulates that the two-week cancellation and return period does not apply.

Nonetheless, and regardless of the sales point, VfL Wolfsburg grants the customer the right to withdraw from the contract within 14 days of purchasing the ticket, but not later than 5 days before the event. The deadline begins on the day of purchase or if the ticket is sent by post, on the date of delivery to the customer. If tickets were delivered, notice of cancellation must be sent in writing to VfL Wolfsburg, VfL-FußballWelt, In den Allerwiesen 1, 38446 Wolfsburg, Germany, along with the tickets; if no tickets were delivered, notice of cancellation may also be given by phone or email. The notice of cancellation must be received by VfL Wolfsburg within the deadline. The customer will be reimbursed for the price printed on the ticket.

6. Right of withdrawal of VfL Wolfsburg

VfL Wolfsburg reserves the right to withdraw at any time from agreements made with the customer at an earlier date as follows:

- in case of force majeure or other circumstances beyond the control of VfL Wolfsburg which make performance of the contract impossible or unreasonable;
- for all football matches held in the Volkswagen Arena or the AOK Stadium, especially international matches, international cup matches, Bundesliga and DFB cup matches, regional league and friendly matches by VfL Wolfsburg, to the extent that these matches coincide wholly or partially with the date booked for a guided tour of the arena or stadium and this was not known at the time the contract came about;
- for other major events (e.g. concerts, product presentations) that require the use of the entire Volkswagen Arena or AOK Stadium and this was not known at the time the contract came about.

VfL Wolfsburg shall exercise its right of withdrawal in writing immediately upon determining the existence of one of the grounds for withdrawal listed above. If withdrawal by VfL Wolfsburg is justified, all claims for damages against VfL Wolfsburg are ruled out.

7. Liability of VfL Wolfsburg

7.1. VfL Wolfsburg is always fully liable:

- for damages caused wilfully by VfL Wolfsburg or its legal representatives and agents, or as a result of gross negligence on their part,
- in accordance with the German Product Liability Act and
- for damages resulting from injury to life, limb or health for which VfL Wolfsburg or its legal representatives and agents are responsible.

7.2. The liability of VfL Wolfsburg for simple negligence is limited to the breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment is crucial to proper execution of the contract, and the observance of which the customer should be able to rely upon.

7.3. With the exception of cases defined in paragraph 1 of this number 7, for which it is fully liable, VfL Wolfsburg is only liable on legal grounds for foreseeable damages that are typical for the contract.

7.4. The aforementioned limitation of liability shall apply equally in favour of the corporate bodies, legal representatives, employees and other agents of VfL Wolfsburg and shall also apply to claims for the reimbursement of expenses.

8. Other

8.1. Amendments and supplements to these Terms and Conditions and to the agreements made between VfL Wolfsburg and the customer shall only be effective if made in writing.

8.2. The place of performance shall be the registered office of VfL Wolfsburg (Wolfsburg).

8.3. If the customer is a business or does not have a general place of jurisdiction in the Federal Republic of Germany, then the place of jurisdiction for all and any disputes arising from the business relationship between VfL Wolfsburg and the organiser is the place of business of VfL Wolfsburg. Mandatory statutory provisions on exclusive jurisdictions shall remain unaffected by this provision.

8.4. Contractual relations between VfL Wolfsburg and the customer are subject solely to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

8.5. The European Union provides an online platform which the contracting party/customer can use to resolve consumer disputes without recourse to the law courts. The platform is available at <https://ec.europa.eu/consumers/odr/>.

8.6. Should any provision of these Terms and Conditions be or become wholly or partially invalid or impracticable, this does not affect the validity of the remaining provisions. The parties undertake to replace the invalid/impracticable provision with the valid provision which most closely approximates their legal and economic intent. The same applies in the event of any omissions.

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