

GENERAL TERMS AND CONDITIONS OF THE ORGANIZER

Rock Am Ring

General Terms and Conditions of the organizer

State: 2021-06-22

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These General Terms and Conditions of the organizer Eventimpresents GmbH & Co.KG (“we”, “us”, “organizer”) apply to the purchase of tickets to all events promoted by us or together with other promoters (“event”) as well as when attending such events. When you purchase a ticket to an event, the general terms and conditions of the official ticket outlet that you have ordered the tickets from, may apply in addition to ours. The house rules of the venue or festival site are also applicable. You consent to these General Terms and Conditions by purchasing and using the ticket to attend our event.

I. GENERAL PROVISIONS

1. Ticket purchasing

Tickets can only be purchased from CTS EVENTIM AG & Co. KGaA (see www.eventim.de). The general terms and conditions of CTS EVENTIM AG & Co. KGaA apply exclusively to the handling of the ticket purchase. These are available at <https://www.eventim.com/help/terms/>. Each customer is allowed to purchase a maximum of ten (10) tickets. Should the number of tickets ordered by a customer exceed ten (10), the organiser reserves the right to have the orders exceeding these limitations cancelled by the ticket provider.

2. Admission rights

Admission to the event site is not permitted for infants and young children under the age of 8 years. Children aged between 8 and 14 years may only attend the concerts if accompanied by a guardian. Under 16-year olds are only permitted to camp if accompanied by a guardian. With parental consent, young people aged between 14 and 16 years are admitted unaccompanied by a guardian for concerts until midnight. The written consent or permission has to be presented at the time of entry. For young people aged 16 years and over, admission to concerts and musical

performances after midnight is approved when unaccompanied by a guardian. Guardians are generally the parents, but not people acting with parental authority (e.g. an older friend). The above rules apply exclusively to concerts and not to any dance events in the area of the event site. The statutory provisions of the German Youth Protection Act (Jugendschutzgesetz or JuSchG) apply.

3. Liability of the organiser

Liability of the organiser for damage of any nature is excluded. This exclusion does not apply to damage that the organiser has caused deliberately or through gross negligence; to damage based upon injury to life, body or health in cases of (simple) negligence of the organiser; and for simple negligent breach of essential contractual duties by the organiser. Essential contractual duties are all duties whose fulfilment enables the proper performance of the contract in the first place and on whose adherence the attendee ordinarily relies and is entitled to rely.

In cases of simple negligent breach of essential contractual duties – except for injuries to life, body or health – the liability of the organiser is limited to the damage typical for the contract and foreseeable for the organiser on conclusion of the contract or on commission of the breach of duty. In this respect, the organiser is not liable for damage that is attributable exclusively to the area of risk borne by the attendee.

The above liability exclusions and limitations also apply to the liability of the organiser for the bodies, employees and agents of the same and to the personal liability of the bodies, employees and agents of the organiser.

4. Definitions

“Event site” means the site as a whole, including parking and camping areas and the associated marked paths. “Festival site” means the audience area, which begins after the admission control to the stages (known as the “infield”). “Camping areas” means the areas approved by the organiser and specifically indicated on the maps for camping purposes. “Parking areas” means the areas for the parking of motorised vehicles which have been approved by the organiser and specifically indicated on the maps for this purpose.

5. Entering and leaving the individual areas

Before entering the camping grounds and/or festival site for the first time, the entry tickets required for this area are fully validated and a wristband is attached or given to the attendee. This replaces the exit ticket. The undamaged wristband and entry ticket must be shown when re-entering the relevant area; otherwise, there is no entitlement to renewed entry.

6. Security and health checks, preventive measures

A security check, including a body check, is performed by the stewards on admission both to the campsite and to the festival site for reasons of security and order as well as waste prevention. When entering the campsite, any luggage is also

subjected to a security check. Furthermore, the organiser reserves the right to demand the presentation of an actual negative test with regard to an infection with the coronavirus (SARS-CoV 2), which must have been conducted during the preceding 24 hours, or of an appropriate proof of immunization (evidence of complete vaccination or of a completely cured infection with the coronavirus, including all required additional vaccinations) as well as to conduct reasonable health checks, such as e.g. temperature measurements in order to detect infections with the coronavirus disease (COVID-19), if this seems to be appropriate in light of the prognosis to be made by the organiser with regard to the health risks inherent with the COVID-19 pandemic (including mutations and variations thereof). The organiser is entitled to refuse admission to the event or to exclude the attendee from a further stay on the event site if the attendee:

1. is carrying prohibited items or substances (see the house rules of the festival site as well as the parking and camping rules); or
2. neither presents an actual negative test with regard to an infection with the coronavirus, which must have been conducted during the preceding 24 hours, nor an appropriate proof of immunization (evidence of complete vaccination or of a completely cured infection with the coronavirus, including all required additional vaccinations); or
3. has an elevated body temperature or refuses to have his or her body temperature taken; or
4. presents in any other way a risk for the security or health of the attendee or other attendees (e.g. showing aggressive behavior, a missing wristband etc); or
5. breaches any of these terms and conditions.

We retain the right to conduct random security checks before or during the event in order to ensure the security of the event and the health of its attendees.

The organiser may order further appropriate preventive measures, require acts of cooperation or prescribe rules of conduct, in particular with regard to health regulations. For example, the organiser may order:

1. wearing medical mouth and nose coverings in front of and on the event site;
2. compliance with hygiene rules (distance requirements, disinfection measures, etc.) and adherence to a protection and hygiene concept;
3. participation in testing and safety measures, e.g. measurement of body temperature;
4. communication of personal data, in particular health data, prior to arrival and prior to the start of the event, whereby the organiser is entitled in particular - in compliance with the statutory law, in particular data protection law - to transmit this data to the competent authorities (e.g. health authorities);
5. participation in rapid tests for the detection or exclusion of infectious diseases (e.g. SARS-CoV 2 virus including mutated virus forms); and
6. provision of any other supporting documents or evidence relevant and adequate for the promotion of safety or health related issues.

The visitors have to comply with these measures and rules of conduct as well as with the respective orders by the stewards. The organiser may make attendance at

the event or remaining on the event site conditional upon compliance with its orders and instructions.

7. Image and sound recordings on the event site

7.1 Only small cameras and mobile phones with a camera function are permitted on the festival site. Reflex cameras, cameras with zoom lenses or with any type of video function are not permitted. Video cameras and audio recording devices of all types, such as tape recorders, MP3 recorders and dictation devices are also prohibited. The organiser may refuse the attendee entry to the event site if the attendee is unwilling to leave behind the prohibited devices or to deposit them in the available lockers for a fee (whereby no claims may be made against the organiser for possible loss of the device concerned unless the organiser can be accused of intent or gross negligence).

7.2 The organizer has the exclusive right to the commercial exploitation of audio and audio-visual recordings of the event. The recording, broadcasting, public display and making publicly available of any such recording for commercial purposes is prohibited. This includes the exploitation of such recordings via the internet for commercial purposes.

8. Consent to the production and use of sound and image recordings

We can film, live-stream and take photographs of the event and make audio and audio-visual recordings. These may include the audience present. By accessing the festival site, the attendee irrevocably consents to the unpaid use of their image and voice for photographs, live broadcasts, transmissions and/or for image and/or sound recordings created by the organiser, their representatives or other third parties in connection with the event, and to their subsequent use in all present and future media (particularly such as in the form of sound and image storage media, and to their digital distribution e.g. on the internet). This means the attendee licensing to the organizer and their licensees the right to exploit the attendee's image, likeness, voice, acts and or statements in any form without further right of approval, including to record, and use, copy, broadcast, make publicly available such material for any purpose (commercial and non-commercial) and any media whether now known or in the future.

9. Exclusion of attendees

If good cause exists, particularly if the attendee commits criminal offences on the event site (e.g. assault, theft, drug dealing), lights fireworks or endangers other attendees (e.g. by crowd surfing or similar) or if the organiser has the reasonable suspicion that the attendee is infected with the coronavirus or a comparable infectious disease, then the organiser is entitled to exclude the attendee from the event. If the organiser exercises its exclusion right, then the entry ticket loses its validity. There is no entitlement to re-admission or to a refund of the purchase price.

10. Damage to hearing and other impairments to one's health**, infections with the coronavirus disease**

The organiser is only liable for damage to hearing and other damage to health if they or their agents are guilty of intent or negligence or if there has been a culpable failure to fulfil their duty of care. The attendee should avoid proximity to the loudspeakers; corresponding barriers must be strictly respected. The use of hearing protection is strongly recommended, particularly when close to the stages. This can be obtained free of charge from all info points.

The organiser hereby gives notice that even full implementation of an appropriate protection and hygiene concept as well as compliance with all reasonable hygiene measures does not completely exclude the risk of an infection with the coronavirus disease (COVID-19) or other pathogenic organism for the visitor.

11. Handling of the entry ticket

The ticket for the relevant area (camping area and/or festival site) must be retained and is no longer transferable after validation. Commercial resale of tickets is not permitted. Tickets may not be sold privately at a higher price than the printed ticket price plus proven fees that were charged when purchasing of the ticket. Finally, the use of tickets for prize draw purposes and/or for running lotteries is explicitly prohibited. A breach of these provisions will result in loss of admission entitlement without compensation, i.e. the ticket in this case is invalidated and the organiser is entitled to confiscate this entry ticket without compensation. No replacement will be provided if the entry ticket is lost.

12. Use of the camping areas

Camping is permitted from 12pm on Wednesday 31 May 2023 and only in the designated camping areas. Not all camping areas are opened at once, but rather one section at a time as required. Illegal camping is prohibited and will be prosecuted. Environmental protection and the principles of waste prevention and correct waste disposal must be observed. Open fire in camping areas or car parks is prohibited due to the resulting fire risk.

13. Attendee arrival / parking / allocation of areas

The attendee is responsible for their journey to the event and parks their vehicle at their own risk. Parking in unmarked areas is prohibited and will be prosecuted; vehicles may only be parked in approved parking areas or car parks. The organiser explicitly advises that all parking and camping areas are separate, except for the caravan campsites and camping areas for attendees with disabilities. The displayed parking/camping rules also apply respectively; the instructions of the stewards must also be followed in this respect. There is no entitlement to being granted a particular parking space and/or campsite within the category booked. Parking spaces and campsites are allocated by the organiser's stewards. Escape and rescue lanes must be kept clear of any structures at all times.

14. Cancellation / Re-Scheduling / Programme changes

14.1 An event may be cancelled. Please update yourself on our website in time before starting your travel to the event, to see whether the event takes place as planned.

14.2 Programme changes can occur at festivals. In the event of the cancellation of individual artists or groups of artists, the organiser will endeavour to find an appropriate replacement; attendees have no entitlement to claims due to cancellation of individual artists or groups of artists. Admission to event areas with a limited capacity is granted only within the scope of the officially approved audience capacities. If the admission volume is full, then the organiser may restrict admission temporarily, without this forming the basis for a claim to a partial refund.

14.3 Our liability in the event of cancellation, curtailment, re-scheduling or other material changes to the event is limited to the refund of the nominal value of the ticket. Personal arrangements made by the ticket holder, including travel and accommodation in connection with the event, are made at their own expense and risk. In such cases we are not liable beyond the refund of the nominal value of the ticket, in particular for expenses incurred. For this limitation of liability, the limitations according to clause I.3. apply accordingly.

A material change occurs when a change occurs that makes the event a substantially different event than a ticket purchaser can reasonably expect. A change of one or several artists in the line-up of a festival does not constitute a substantial change in this sense.

14.4 If the event is cancelled, curtailed or re-scheduled due to circumstances beyond the organizer's control (e.g. force majeure, restrictions due to Covid-19 including mutations thereof), the organizer will make up for the event as far and as soon as possible and reasonable. In this case, the tickets for the event will remain valid.

15. Closure / clearance of areas

For security reasons, the organiser may temporarily or completely clear and close individual car park or campsite areas or other areas of the festival site, without this forming the basis of a claim to a partial refund of the ticket price. The related instructions of the organiser or the instructions of people or companies commissioned by the organiser must be followed immediately to prevent danger to life and limb.

16. Weather conditions

In principle, the concert will take place in any weather. However, the organiser reserves the right to interrupt or cancel the event at any time in the case of danger to attendees because of the weather. The provision in figure I. 14. then applies.

17. Notices / instructions

Also applicable are the current notices and the instructions of the on-site stewards as well as the current information on the organiser's official homepage www.rock-am-ring.com and the official festival app.

II. PARKING AND CAMPING RULES

1. Applicability of the parking and camping rules

The parking and camping rules apply to all parking and camping areas shown on the maps and to the roads and paths belonging to the event site (maps can be viewed at www.rock-am-ring.com). By purchasing the entry ticket and/or entering the site, the attendee submits to these parking and camping rules in figure II. The use of the parking and camping areas is subject to charges and is not included in the ticket price for the festival site. The respective valid prices listed by the organiser apply.

2. Orders from stewards and security staff

The orders of stewards and security staff must be followed; they apply in addition to these provisions.

3. Applicability of the German Road Traffic Act / use of the parking areas

The German Road Traffic Act (StVO) applies on the entire event site and in the parking and camping areas. Moreover, vehicular access to the camping areas and event site is restricted. Driving should always be at walking speed in the area of the event site and parking areas. Only vehicles with a total authorised weight up to max. 3.5t incl. vehicle trailer may be parked in the parking areas. As an exception, motor homes, caravans, trailer tents and passenger buses which have a greater total authorised weight by design may be parked by holders of caravan camping tickets and caravan badges for an additional fee in the caravan camping areas shown separately. Parking in unmarked areas is prohibited and will be prosecuted; vehicles may only be parked in approved parking areas or car parks. Vehicles parked outside marked parking areas or causing an obstruction on roadways or in rescue lanes may be towed away without warning. The costs incurred will be borne by the perpetrator.

There is no entitlement to being granted a specific parking area and/or camping area within the category booked. Parking and camping areas are opened as required and allocated to attendees by stewards. Escape and rescue lanes must be kept clear of any structures at all times.

4. Termination of the parking permit

The parking permit is cancelled if the parked vehicle is uninsured and/or subject to compulsory deregistration and/or has no official number plate with valid inspection tag and/or the vehicle has been parked with a leaking tank/engine or in an unroadworthy condition or in a condition that could pose a hazard.

5. Prohibition of Illegal camping

Illegal camping outside designated areas is prohibited and will be prosecuted rigorously. Attendees may use only the designated camping areas.

6. No monitoring of car parks

The vehicles parked in the car parks are not monitored. Vehicles are parked at the owner's risk. Stewards are employed for marshalling and for checking access authorisations, not for vehicle monitoring.

7. Liability of the organizer

The organiser is generally not liable for damage due to theft or damage to the vehicles parked in the car parks. The organiser is generally not liable for damage and losses incurred by the user and attendee due to burglary, theft, fire, natural phenomena or other incidents. The liability limitations in this figure 7 are subject to the restrictions according to the provision in figure I. 3 (liability of the organiser) of these General Terms and Conditions. Valuables can be deposited in lockers in the left luggage office for a fee. The organiser is not liable for items deposited in the lockers.

8. Permitted space per person

The permitted space per person in camping areas in the categories General Camping, Green Camping and Rock-n-Roll-Camping is a maximum of 6m², e.g. 2m x 3m. One (1) gazebo with a maximum size of 3m x 3m is permitted for groups of up to 10 people. In the caravan camping areas, a maximum of one (1) additional awning, tent or gazebo per vehicle and badge can be placed adjacent to the vehicle.

9. Entering the camping area

Entry to a camping area is only permitted only with an attached, undamaged wristband and the associated ticket issued by the organiser.

10. Luggage transport

Luggage may be transported from parking to camping area with the aid of handcarts or platform trolleys; vehicle trailers may not be taken onto the campsites.

11. Search for prohibited items

When entering a camping area, luggage and bag checks are carried out. The organiser is entitled to refuse entry into the camping area if the attendee is carrying forbidden items.

12. Prohibited items in the parking and camping areas

Prohibited items include:

1. Firearms, cutting, stabbing and other weapons of all types
2. Saws, axes, hatchets and similar tools

3. Pyrotechnic items of all types
4. Furniture and items identifiable as bulky waste
5. Construction timber and firewood
6. Water-polluting substances and liquids (e.g. grill lighter fluids)
7. Gas bottles outside approved gas installations in motor homes and caravans
8. Gas bottles and other glass containers
9. Dry ice
10. Acid batteries
11. Drones and other unmanned aircraft
12. Megaphones
13. Generators

Carrying such items may result in rejection of the vehicle and exclusion of the attendee from the event upon arrival; items of this nature that are carried will be confiscated without replacement and not returned.

13. Permitted items

Permitted items include:

1. Tents, gazebos and accessories
2. Personal clothing and items of equipment
3. Food and drinks
4. Gas cartridges with a maximum of 450g gas charge for the operation of gas stoves and CO² bottles with a maximum fill weight of 500g for the operation of small beer pumps.
5. Small barbecues
6. Environmentally friendly gel batteries authorised for camping use

14. Nature conservation

The environment and nature must be protected. Consideration for flora and fauna is the top priority. Power generators can therefore not be authorised; their use is officially prohibited. It is strictly prohibited to introduce water-polluting substances into the soil.

15. Operation of sound systems

The operation of sound systems on campsites is permitted; associated loudspeakers must be positioned such that they do not blast sound at surrounding attendees; the maximum volume may be limited by stewards for reasons of the protection of residents.

16. Prohibition of boundaries / holes

No boundaries (rain channels) or other holes (e.g. for cooling) may be dug in the camping areas.

17. Rescue routes

Observance of the ground markings of the rescue routes is mandatory. The rescue routes must be kept clear in all circumstances.

18. Prohibition of animals

Animals may not be brought into parking and camping areas.

19. Use of cooking appliances / open fires / campfires

Gas cooking appliances must be in perfect technical condition and comply with the German DIN standard. Only gas cartridges (plug-in and valve cartridges) up to a maximum fill weight of 450g may be used. Open fires and campfires are not permitted.

20. Barbecues

Barbecuing is permitted on small barbecues. Barbecues may be prohibited for safety reasons in stormy or similar weather conditions. The stewards must be informed immediately if a fire breaks out, even if it was possible to extinguish the fire independently. To prevent accidents, the use of methylated spirits, petrol or other flammable liquids is prohibited. Only commercial charcoal lighters may be used in accordance with the operating instructions. The barbecue must never burn or burn out unattended. Tipping coal onto the grass to burn out is prohibited.

21. Waste disposal

During the event, waste must be disposed of in the bins and containers provided for this purpose at the waste collection points. For cleanliness, additional bin bags will be distributed free of charge by the stewards.

22. Maintenance of routes, systems and facilities

Routes, systems and all facilities of the campsite must be kept clean and treated with care. This also applies to the toilets, showers and washrooms provided. For hygiene reasons, wastewater may be emptied only into drains provided for this purpose. Urinating outside of the toilets provided for this purpose is not permitted. The contamination of bodies of water is prohibited. Wanton damage to trees and groves in car parks, campsites and neighbouring woodland is prohibited and will be prosecuted as vandalism.

23. Applicability of the German Youth Protection Act

The German Youth Protection Act applies in all parking and camping areas.

24. Unauthorised access

People staying on the enclosed camping grounds without authorisation will be reported for obtaining services by deception (§ 265a StGB) and for trespass (§ 123 StGB).

25. Consideration requirement

Consideration must be shown towards other site users.

26. Smoking ban

Smoking is not permitted in wooded areas.

27. Exclusion from the event

Failure to comply with the parking and camping rules may result in temporary or complete exclusion from the entire event.

28. Departure

Attendees must leave tent sites and parking spaces in an orderly condition at the end of their stay. Orderly condition particularly includes all waste being placed in the containers and stations provided, and the attendee's own camping equipment being fully dismantled and taken away. Dismantling, cleaning of the attendee's own site, waste disposal and departure must be completed by no later than 12pm on Monday 5 June 2023, when all parking and camping areas close.

29. Other instructions / information

The current notices and the instructions of the on-site stewards as well as the current information on the official homepage www.rock-am-ring.com and the official festival app apply in addition to the parking and camping rules.

30. Prohibition of the commercial collection of bottle deposits

The commercial collection of bottle and can deposits in the parking and camping areas is prohibited. Failure to comply will be reported as theft and result in an immediate and permanent ban from the premises.

III. HOUSE RULES OF THE FESTIVAL SITE

1. Applicability of the house rules / festival site

The festival site means the audience area which begins after the admission control to the stages (known as the "infield"). By purchasing the festival ticket and/or entering the site, the attendee submits to these house rules in figure III. The use of the parking and camping areas is subject to charges and is not included in the ticket price for the festival site. The respective valid prices listed by the organiser apply.

2. Orders from the stewards

The orders of the stewards must be followed.

3. Entry to the festival site

Entry to the festival site is permitted only with an attached, undamaged festival wristband and the associated entry ticket or valid festival pass.

4. No entry for conspicuous attendees

Attendees who are obviously drunk or similarly conspicuous are not entitled to enter the festival site.

5. Security checks / prohibited and permitted items

On entry to the festival site, a search (body check) for prohibited items is conducted on all people.

Prohibited items include:

1. Any bags and any rucksacks / backpacks except permitted bags (see permitted items)
2. Drinks and fluids of any kind
3. Helmets
4. Firearms, cutting, stabbing and other weapons of all types
5. Saws, axes, hatchets and similar tools
6. Fireworks, sparklers and other pyrotechnic items of any kind (incl. Bengal lights)
7. Chairs, seating furniture and seating (e.g. polystyrene cubes)
8. RECORDING DEVICES: professional sound, photographic and video equipment is prohibited
9. Notebooks, tablets
10. Laser pointers
11. Bulky items of all types e.g. flagpoles, umbrellas, camping equipment, selfie sticks.

Carrying the above items may result in rejection of the attendee and exclusion of the attendee from the event; items under figures 5. a, b, c, h and i that are carried may, subject to a charge, be deposited in lockers which are limited in number and capacity. The remaining prohibited items may not be deposited in the lockers.

Only the following items may be brought onto the festival site (permitted items):

1. Wallet / purse
2. Keys
3. Small belt pouches and bum bags
4. Mobile telephones
5. Bags made of clear plastic, clear vinyl or clear PVC, which do not exceed H44 x B37 x T30 cm in size (which is equivalent to the size of a DIN A4 sheet of paper).
6. Empty, collapsible drink bottles

There are free-of-charge drinking-water taps available on the festival site.

6. Escape routes

Escape routes and steps must be kept free at all times, may not be used as seating and must be crossed quickly.

7. Prohibition of animals

Animals may not be brought onto the festival site.

8. Liability of the organiser / lockers

The organiser is not liable for damage and losses incurred by the user and attendee due to burglary, theft, fire, natural phenomena or other incidents. The restrictions in figure I 3 (liability of the organiser) apply accordingly to these liability limitations. Valuables can be deposited in lockers in the left luggage office for a fee. The organiser is not liable for items deposited in the lockers.

9. Handling of waste

During the event, waste must be disposed of in the bins and containers provided for this purpose.

10. Applicability of the German Youth Protection Act

The German Youth Protection Act applies on all event sites.

11. Use of the toilets

Urinating outside of the toilets and facilities provided for this purpose is not permitted.

12. Vandalism

Wanton damage to any items or equipment is prohibited and will be prosecuted as vandalism.

13. Prohibition of accessing certain areas

Accessing and climbing ramparts, scaling fences, lampposts, buildings, junction boxes, sanitary stations, portable toilets and other infrastructure facilities on the entire event site is prohibited.

14. Unauthorised presence on the event site

Persons present on the enclosed event site without authorisation will be reported for obtaining services by deception (§ 265a StGB) and for trespass (§ 123 StGB).

15. Consideration requirement

Consideration must be shown towards other festival attendees.

16. Exclusion from the event

Failure to comply with the house rules may result in complete exclusion from the event. The entry ticket is invalidated on exclusion from the event. There is no entitlement to re-admission or to a refund of the purchase price.

17. Prohibition of endangering other attendees

Any endangerment of other attendees – particularly from “crowd surfing”, “circle/wall of death”, “pogo dancing” or lighting fireworks (incl. Bengal lights) – is strictly prohibited and will result in exclusion from the event.

IV. Alternative dispute resolution for consumers

1. If the purchaser is the consumer and has purchased their ticket online, then the organiser advises that, from 15 February 2016, the European Commission has provided a platform for online dispute resolution here: <https://webgate.ec.europa.eu/odr/main/index.cfm?ev...> The email address of the organiser is: info@eventim.de.
2. If the attendee has not purchased their ticket online, then the organiser advises that the organiser is unwilling to participate in dispute resolution proceedings in accordance with the German Consumer Dispute Resolution Act.
3. A consumer is any natural person who purchases a ticket for purposes that are predominantly attributable to neither their commercial nor their independent professional activity.