



VfL WOLFSBURG

# General terms and conditions for tours of the Volkswagen Arena and the AOK Stadium (as of: 25.06.2024)

## 1. Scopes; General

These General Terms and Conditions (hereinafter: the T&Cs) apply to the purchase of tickets for guided tours of the Volkswagen arena and the AOK stadium via any sales outlet, in particular via the ticket online shop and the VfL fan shop. The contractual partner respectively is the VfL Wolfsburg-Fußball GmbH, In den Allerwiesen 1 in 38446 Wolfsburg (hereinafter: VfL Wolfsburg).

These terms and conditions apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer will only become part of the contract if and to the extent that VfL Wolfsburg has expressly agreed to their validity in writing.

## 2. Contract content Arena and stadium tours; stadium regulations and other requirements

2.1. VfL Wolfsburg offers tours of the Volkswagen Arena and the AOK Stadium generally as well as on match days (so-called match day tours - starting 4 hours before kick-off). These can be booked by both individuals and groups.

2.2. The current different ticket options for guided tours with information on the duration, the main focus of the tours, the prices (which include the applicable sales tax), the meeting points as well as the days of the week and the times at which the tours take place can be found on the VfL Wolfsburg website <https://www.vfl-wolfsburg.de/fans/arenafuehrungen>.

2.3. The stadium regulations of the Volkswagen Arena and the AOK Stadium must be observed. When taking part in a tour, the ticket holder submits to the respective stadium regulations (Volkswagen Arena and AOK Stadium), which are displayed at the arena and the stadium and

can also be viewed on the VfL Wolfsburg website ([www.vfl-wolfsburg.de](http://www.vfl-wolfsburg.de)) and sent on request. At the latest upon entering the stadium area, every ticket holder acknowledges the stadium regulations and accepts them as binding. The stadium regulations apply regardless of the validity of these General Terms and Conditions.

2.4. House rules: The club or third parties commissioned by the club are entitled to exercise house rules at any time. The instructions of the club, the police, the security staff and the stadium administration before, during and immediately after an tour must always be followed.

2.5. Participation in tours requires the presence of a supervisor for minors under 14 years of age, who will supervise these minors to the extent necessary. For school classes and groups of children and minors, the presence of a teacher or other person responsible for supervision is a prerequisite. The children and minors must be supervised by this person to the extent necessary during the tour. If the immediate perpetrator of damage to property cannot be determined from the group, VfL Wolfsburg will assert its legal claims against the respective supervisor.

2.6. Bringing animals along on a tour is not permitted. An exception to this is recognized assistance dogs according to § 12e BGG. In addition to appropriate proof, the dog must be marked as an assistance dog and must have appropriate animal liability insurance.

2.7. Ticket holders are allowed to shoot photos and other image/film during an arena or stadium tour only for private, non-commercial purposes.

2.8. The customer must ensure that the participants of the tour they have booked are not afraid of heights and are otherwise physically able to manage inclines and



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long distances on foot. Suitable, non-slip footwear must be worn. In special cases, VfL Wolfsburg offers barrier-free tours that also allow physically disabled people to visit the stadium. However, the barrier-free tours may vary in scope and VfL Wolfsburg is also entitled to impose further restrictions and precautionary measures.

2.9. In exceptional cases, for example for security reasons or in the run-up to an event, individual areas of the Volkswagen Arena or the AOK Stadium may be cordoned off at short notice. In these cases, the customer is not entitled to a partial refund of the ticket price.

### 3. Special access conditions

3.1. In the event of protective and hygiene measures and/or restrictions on the admission of spectators ordered by the association, authorities or law, the club may be obliged to subject the purchase of tickets and/or access to and stay in the stadium to additional requirements.

3.2. VfL Wolfsburg is entitled to check compliance with these additional requirements when purchasing tickets and/or immediately before entering or while on the event site and to enforce compliance with them. If the ticket holder cannot meet the relevant requirements, VfL Wolfsburg can refuse the purchase of tickets and/or entry to the stadium or expel the customer or ticket holder from the stadium.

3.3. VfL Wolfsburg may be required to take the following measures:

- Issuance of additional hygiene and behavioral rules (e.g. obligation to wear mouth and nose protection, distance requirements) - In the event of intentional or negligent non-compliance, the ticket holder may be denied access to the event site without compensation.

- Adjust and, if necessary, split the group size. This may result in delayed start and waiting times

- Processing of

- existing personal data (e.g. address) for the purpose of contact

tracing and breaking infection chains,

- additional personal data (e.g. further contact details such as telephone number or email address, date of birth) for the purpose of contact tracing and breaking infection chains as well as

- evidence of vaccination, recovery and/or test status

on the basis of Art. 6 Para. 1 Clause 1 c) GDPR and, insofar as the processing includes health-related data, Art. 9 Para. 2 i) GDPR. The processing of health-related data is permitted in the interest of public health and to protect against serious health risks in accordance with Section 22 Para. 1 No. 1 c) BDSG.

3.4. In these cases, the customer can withdraw from the contract for the event in question (partially if necessary) if the tickets had already been purchased at the time the special access conditions were announced. The customer will then receive a refund of the ticket price paid upon presentation or sending of the ticket at his own expense, in the case of tickets sent electronically, stating the corresponding order number in the declaration of withdrawal; fees already incurred (e.g. service and shipping fees) will not be refunded. The right of withdrawal expires as soon as the customer has gained access to the stadium under the applicable access conditions and has thus implicitly agreed to these access conditions.

3.5. Obligation to provide information and risk of infection: Every ticket holder is obliged to inform themselves in advance about possible time changes and applicable protection and hygiene regulations. The latest information on this can be found at <https://shop.vfl-wolfsburg.de/hygiene-regeln>. Every ticket holder also acknowledges that - despite any protection and hygiene measures taken - they can become infected with (viral) diseases when attending a VfL Wolfsburg event. By attending an event, the ticket holder consciously takes this risk.



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#### **4. Conclusion of the contract, payment terms, retention of title, cancellation conditions**

4.1. When purchasing tickets on site for guided tours (Volkswagen Arena and AOK Stadium), the contract with VfL Wolfsburg is concluded when the tickets are received in the VfL fan shop. When ordering by phone, via the online ticket shop or by email, the contract is concluded with the order confirmation from VfL Wolfsburg, but at the latest when the customer receives the tickets.

4.2. When ordering tickets online, a personal password is assigned when the customer registers. The customer is responsible for ensuring that no unauthorized third parties gain knowledge of their password. The customer is liable for all misuse by third parties that occurs in this context, unless they are not responsible for the misuse. In the case of online ordering, the customer makes a binding offer to conclude a contract with VfL Wolfsburg by ordering a ticket using the online command provided for this purpose on the club's website [www.woelfeshop.de](http://www.woelfeshop.de). VfL Wolfsburg confirms receipt of the contract offer to the customer online. The confirmation does not constitute acceptance of the offer but is subject to the availability of the ordered tickets and the consideration of special circumstances (e.g. security aspects, stadium bans and credit checks). The contract between VfL Wolfsburg and the customer based on these terms and conditions only comes into effect upon dispatch (including electronic dispatch or print@home ticket).

4.3. When ordering using the print@home process, the ordered ticket(s) will be sent electronically to the contracting party, who can then print the ticket(s) directly using the print@home process. The contracting party may only make one printed copy of the ordered ticket; they are not authorized to reproduce, duplicate or change the printed ticket - in any form whatsoever. A reproduced, duplicated or modified print@home ticket does not entitle the holder to take part in the tour. The barcode on the ticket, which can be used once for each tour, is electronically invalidated by a

barcode scanner at the event location. If the barcode on the ticket or a copy is presented again, VfL Wolfsburg reserves the right to refuse the owner of the copy and the owner of the unauthorized duplicated print@home ticket access to the event without compensation or to expel them from the stadium. VfL Wolfsburg is not obliged to verify the identity of the print@home ticket presented to the contracting partner or to verify the authenticity of the print@home ticket. The printed print@home ticket must be carefully stored until the event and must not show any damage, dirt or other impairments, particularly in the area of the barcode, that would hinder entry control. In the event of damage, dirt or other impairments that hinder entry control, there is no entitlement to admission to the event or to a refund of the purchase price. In this case, however, the contracting partner can request the issue of a replacement ticket against payment of a service fee of EUR 5.00.

4.4. Payment is made according to the payment methods available (e.g. EC card, SEPA direct debit, credit card, PayPal, on account). The decisive factor for compliance with the payment deadline is the receipt of payment by VfL Wolfsburg. Payment for tickets purchased on site is only possible in advance (cash, credit or EC card payment). In addition to the ticket price, VfL Wolfsburg can charge the buyer the shipping costs and/or an appropriate service fee (e.g. advance booking fee) for services that are in the buyer's interest if the ticket is sent.

4.5. Cancellation: If the payment is not successfully completed for reasons for which the customer is responsible (e.g. insufficient credit card or account funds, chargeback), VfL Wolfsburg is entitled to cancel the order without replacement or to electronically block the corresponding tickets; the corresponding tickets lose their validity. Any additional costs incurred must be reimbursed by the customer. VfL Wolfsburg reserves the right to assert further claims for damages.

4.6. SEPA direct debit mandate: If the customer gives VfL Wolfsburg a SEPA direct



debit mandate, the direct debit will only be collected after the invoice has been issued and the customer will be notified at least one business day before the direct debit. The customer undertakes to ensure that the account has sufficient funds. Costs arising due to non-payment or reversal of the direct debit are borne by the customer, if the non-payment or reversal was not caused by VfL Wolfsburg.

4.7. Purchase on account: When purchasing on account, the transfer must be made within 10 days of receipt of the invoice or by the last working day before the event (whichever comes first). The receipt of payment by the club is decisive for compliance with the payment deadline.

4.8. The tickets are valid for one-time participation in the arena or stadium tour at the specified start time. When the tour ends, the respective ticket loses its validity. If you do not show up or arrive late for the tour (Volkswagen Arena or AOK Stadium), you will no longer be entitled to the tour and the ticket price will not be refunded. If tickets are lost, no replacement will be provided.

4.9. Special provisions for group bookings for arena/stadium tours: For arena/stadium tours planned by a group (at least 15 people), customers have the option of sending a reservation request to VfL Wolfsburg by phone (05361-8903-903) or email ([arenafuehrungen@vfl-wolfsburg.de](mailto:arenafuehrungen@vfl-wolfsburg.de)). As part of their request, the customer should inform VfL Wolfsburg of the number of group participants and the desired date (and alternative date if necessary). VfL Wolfsburg will send the customer an offer based on this information, which can be accepted by the customer within 14 calendar days unless otherwise stated in the offer. The contract is concluded when the customer returns the signed offer from VfL Wolfsburg within the acceptance period. If the offer is accepted late, this represents a new offer from the customer, which requires written acceptance by VfL Wolfsburg. After the contract has been concluded, the customer will be sent an invoice by VfL Wolfsburg, which – unless otherwise agreed – must be paid within 10 days. If a group fee has

been agreed, this fee will remain in full, even if the number of participants is reduced.

4.10. The purchase of reduced-price tickets and participation in a guided tour are only permitted upon presentation of proof of the discount. Subsequent refunds are excluded. The circumstances leading to a ticket discount are determined by the club's price list valid at the time of the order ("price list") - available at <https://www.vfl-wolfsburg.de/fans/arenafuehrungen>. The day of the ticket purchase is decisive for the respective eligibility for the discount. The current official proof of discount must be presented when purchasing the tickets and also carried when entering the stadium and shown to security staff upon request. If this is not carried or is not valid, entry into the stadium may be refused; the rejected customer is not entitled to compensation. Violations can be punished with expulsion from the stadium and criminal charges.

## **5. Right of withdrawal in favor of the customer**

Even if the customer purchases tickets from VfL Wolfsburg via remote communication means (i.e., for example, by telephone, online or by email) within the meaning of Section 312c Paragraph 2 of the German Civil Code (BGB) and thus a distance selling contract may exist in accordance with Section 312c Paragraph 1 of the German Civil Code (BGB), there is no two-week right of cancellation and return in accordance with Section 312g Paragraph 2 No. 9 of the German Civil Code (BGB).

VfL Wolfsburg nevertheless grants the customer the right to withdraw from the respective contract, regardless of the point of sale, within a period of 14 days after purchasing a ticket, but no later than 5 days before the event. The period begins on the day of purchase or, in the case of postal delivery, upon receipt by the customer. If tickets were sent, the withdrawal must be declared in writing to VfL Wolfsburg, Arenaführungen, In den Allerwiesen 1, 38446 Wolfsburg, and the tickets must be returned at the same time; if no tickets



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were sent, the withdrawal can also be declared by telephone or email. The decisive factor for compliance with the deadline is the receipt of the withdrawal notice by VfL Wolfsburg. If the withdrawal is made within the deadline, the customer will receive a refund of the ticket price printed on the tickets.

## **6. Right of termination in favour of VfL Wolfsburg**

In the following cases, VfL Wolfsburg has at any time the right to terminate the contracts with the customer:

- in the event of force majeure or any other circumstance beyond VfL Wolfsburg's control that makes the fulfillment of the contract impossible or unreasonable.
- for all football matches that take place in the Volkswagen Arena or the AOK Stadium, in particular international matches, international club cup matches, Bundesliga and DFB Cup matches as well as regional league matches and friendly matches of VfL Wolfsburg, provided that these matches coincide in whole or in part with the booked date of an arena or stadium tour and this was not yet known at the time of the contract being concluded;
- for other major events (e.g. concerts, product presentations) that take up the entire Volkswagen Arena or the entire AOK Stadium and this was not yet known at the time of the contract being concluded.

VfL Wolfsburg will exercise its right of termination in writing immediately after becoming aware of one of the reasons listed above. Any claims for damages against VfL Wolfsburg are excluded in the event of a justified withdrawal by VfL Wolfsburg.

## **7. Data protection**

Further data protection provisions, including the rights of the ticket holder under the GDPR and the contact details of the club's data protection officer, can be found in the data protection declaration available at [www.vfl-wolfsburg.de/datenschutz](http://www.vfl-wolfsburg.de/datenschutz).

## **8. Liability of VfL Wolfsburg**

8.1. VfL Wolfsburg is always and without limitation liable

- for damage caused intentionally or through gross negligence by itself, its legal representatives and vicarious agents,
- under the Product Liability Act and
- for damage resulting from injury to life, body and health for which VfL Wolfsburg, its legal representatives and vicarious agents are responsible.

8.2. In the event of simple negligence, VfL Wolfsburg is only liable if it involves a breach of essential contractual obligations (cardinal obligations). Essential contractual obligations are those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner can regularly rely.

8.3. Except for cases of unlimited liability pursuant to Section 8.1, VfL Wolfsburg shall only be liable for damages that are typical for the contract and foreseeable, regardless of the legal basis.

8.4. The above limitations of liability apply to the same extent to the bodies, legal representatives, employees and other vicarious agents of VfL Wolfsburg and apply accordingly to claims for reimbursement of expenses.

## **9. Miscellaneous**

9.1. Changes and additions to these General Terms and Conditions and to the agreements concluded between VfL Wolfsburg and the customer must be made in writing to be effective.

9.2. The place of performance is the registered office of VfL Wolfsburg (Wolfsburg).

9.3. If the customer is an entrepreneur or does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between VfL Wolfsburg and the organizer is the registered office of VfL Wolfsburg. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this regulation.



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9.4. The relationship between VfL Wolfsburg and the customer is subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

9.5. In case of any difficulties in interpretation between the German and the English version of these Terms and Conditions, the German version shall prevail.

9.6. The European Union offers an online platform that the contractual partner/customer can turn to to settle consumer disputes out of court. The customer can access this platform at <http://ec.europa.eu/consumers/odr/>

9.7. Should individual points of these terms and conditions be completely or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties undertake, where appropriate, to agree on a provision that comes as close as possible to the legal and economic intent in place of the invalid/unenforceable provision in a legally permissible manner. The same applies in the event of a gap that requires supplementation.

**As of: June 2024**