Schließen

General Terms and Conditions Six Day Berlin

These terms and conditions apply to all tickets issued for the event and to admission to the venue to attend an event. All technical terms used in these terms and conditions shall have the meaning given to them in paragraph 46 of these terms and conditions.

All tickets for Six Day Berlin are issued by or on behalf of Berliner 6-Tage-Rennen GmbH. Any person purchasing or holding a ticket, or using or attempting to use a ticket, agrees to be bound by these terms and conditions.

The provisions of paragraphs 47 through 69 of these terms and conditions apply only to VIP Hospitality customers and VIP Hospitality guests.

Ticket purchase and delivery

1. tickets can only be purchased from Six Day Berlin (Berliner 6-Tage-Rennen GmbH) or an authorized agent. Tickets purchased or received from any other source are invalid and may be confiscated or cancelled without refund or compensation.
2. ticket prices may change from time to time. The current price will be confirmed before the purchase is made. The price for tickets purchased in the online ticket store consists of the ticket price plus a system fee (amounting to at least 1 euro). The statutory sales tax is included in the price. Credit card payments are processed by Stripe Inc., 354 Oyster Point Boulevard, South San Francisco, California, 94080, USA.
3. Six Day Berlin reserves the right, at the time of purchase, to limit the maximum number of tickets that any one person may purchase. Six Day Berlin reserves the right to cancel any tickets purchased in excess of this number without notice and without refund, unless the purchase of this excess is due to our error. Robots or other forms of "ticket harvesting" software, including but not limited to: software that performs automated tasks over the Internet and/or can replicate the online purchasing activity of multiple individuals, may not be used to facilitate the purchase of tickets. If Six Day Berlin has reasonable suspicion that tickets have been purchased in this manner, such tickets will be void and Six Day Berlin reserves the right to cancel such tickets without notice or refund.
4. Persons under 18 years of age are not allowed to purchase tickets. The means of payment used to purchase tickets must be registered in the name of the ticket purchaser. Six Day Berlin reserves the right to refuse any request for tickets from persons who do not meet this condition or to cancel tickets purchased in violation of this condition.
5. In the event of a purchase of Online Tickets in the Online Ticket Shop, the Online Tickets shall generally be delivered by sending a Print@Home or Mobile Ticket to an e-mail address specified by the customer in the purchase process. This electronic delivery of online tickets is free of charge for the customer. If, during the purchase process, the Customer requests that a hard ticket (thermal or laser printing on a ticket blank), which is otherwise only available at stationary points of sale, be produced, packaged, and sent instead of an online ticket, the Customer must purchase the tickets from authorized ticket agents and observe the partner's General Terms and Conditions.
6. It is the responsibility of the ticket buyer to check his selected tickets before purchase. Errors that occur cannot always be corrected. But in case of an error, the buyer should contact the responsible seller as soon as possible.
7. if special access or facilities are required, such as wheelchair access, the ticket purchaser should select a ticket marked accordingly.

Ticket Usage & Transfer Prohibitions

8. tickets are generally non-transferable and may not be resold or made available for sale, transferred or otherwise disposed of. Six Day Berlin reserves the right to cancel, without refund, any ticket that Six Day Berlin reasonably believes has been or will be resold, offered for sale, or otherwise disposed of in violation of these terms.
9. if more than one ticket is issued to a ticket purchaser, the ticket purchaser must retain one ticket for his or her personal use. The remaining Tickets may be used only by persons personally known to the Ticket Purchaser (and not known to the Ticket Purchaser through the sale, transfer or disposition of the Ticket) who accompany the Ticket Purchaser to the Event and are subject to the following conditions:

(a) Such Tickets may not be offered to the public (including on a website, social media site or other public forum), whether for sale, as a gift or donation, or by other means of transfer.

(b) The Ticket Purchaser who purchases tickets for more than one person must bring these Terms and Conditions and the applicable house rules of the Venue to the attention of its recipients of the tickets, and ensure that they are complied with. Six Day Berlin reserves the right to cancel the Ticket Purchaser's own ticket and deny him/her entry and/or eject him/her from the Venue without refund or compensation in the event of a violation of these Terms and Conditions and/or the applicable House Rules by such recipient of the Ticket Purchaser's tickets.

10. Notwithstanding the foregoing paragraph (11), it is an essential condition of the issuance of each Ticket and the right of admission to the Venue that the Ticket may not, without Six Day Berlin's prior written consent:

(a) transferred, used or otherwise disposed of in the course of a business or for the purpose of promoting the business of a third party; and/or

(b) be transferred, used or otherwise disposed of:

(a) in relation to a promotional or commercial purpose (including contests, advertising, promotion, auction or a prize in a contest or sweepstakes, whether for a business or charity or otherwise); or

(b) to increase demand for other goods or services; and/or

(c) transferred or otherwise disposed of to a person who agrees to purchase goods or services in exchange for the ticket; and/or

(d) transferred, used, combined or integrated as part of a hotel, lodging or travel package or service; and/or

(e) in connection with other goods or services (including as part of a hotel, accommodation or travel package or service).

1. in the event that Six Day Berlin, an Official Ticket Agent or an Authorized Person has reasonable grounds to suspect that a Ticket Holder has purchased its Ticket(s) from an unauthorized source or in violation of these Terms and Conditions, the Ticket Holder shall, upon request by Six Day Berlin, the Official Ticket Agent or an Authorized Person, provide a full explanation of how and from whom (including complete contact information) its Ticket(s) were purchased and at what price. If a Ticket Holder fails to provide a satisfactory explanation, Six Day Berlin may cancel the Tickets and deny the Ticket Holder admission to the Venue and/or expel the Ticket Holder from the Venue without refund or compensation.
2. any ticket offered for sale, sold, transferred, used or disposed of in violation of paragraphs 9 or 10 of these terms and conditions may be cancelled by Six Day Berlin. Any ticket holder who wishes to use such a ticket may be denied entry to the venue or the ticket holder may be expelled from the venue. This will be done without refund or compensation. Furthermore, the ticket holder may be subject to legal action.

Venue & Requirements

3. if a ticket holder violates the applicable house rules, he may be denied entry to the venue or expelled from the venue without refund or compensation. In the event of any conflict or ambiguity between these Terms and Conditions and those of the Venue House Rules, these Terms and Conditions shall prevail.
4. access to the Venue will only be allowed upon presentation of a valid ticket and (if requested by Six Day Berlin and/or an authorized person) photographic identification and proof of age. Regardless of age, a ticket is required for each person (including, for the avoidance of doubt, babies in arms). A valid ticket will allow the ticket holder to watch the event from the seat/area indicated on the ticket (or, in the case of VIP Hospitality guests, access to the VIP area) unless the ticket holder is assigned a reasonable, alternative seat by Six Day Berlin.
5. the Ticket Holder is not guaranteed an uninterrupted and/or unobstructed view of the Event, nor is any representation or warranty made as to the quality, content or duration of the Event.
6. any ticket holder who leaves the event premises will not be allowed back in. No pass-through of tickets will be permitted.
7. for the purpose of security and/or verification of compliance with these Terms and Conditions, each Ticket Holder is required to cooperate with and fully comply with the instructions and policies of any Authorized Person upon request of such Authorized Person (including presentation of a valid ticket, photographic identification and proof of age). A Ticket Holder may be required to submit to a physical and property search and examination procedure to identify any illegal, prohibited or restricted items on his or her person. Any refusal by the Ticket Holder may result in denial of entry to the Venue or ejection from the Venue without refund or compensation. Identified illegal items must be turned over to security personnel. Any identified prohibited or restricted items surrendered by a Ticket Holder as a condition of entry to the Venue shall be deemed to have been irrevocably and voluntarily surrendered. The items cannot be reclaimed by the ticket holder and will be disposed of without liability.
8. Six Day Berlin reserves the right to take appropriate measures for the detection and prevention of risks from epidemics and pandemics, such as SARS-CoV2 (including mutants and variants), taking into account the relevant laws, general orders, prohibition orders, official orders, official recommendations of the federal government and/or the federal states.

These include, for example, ordering mandatory submission of a valid and current negative test or proof of immunization in the prescribed manner (e.g., submission of a certificate, or approved app), participation in rapid tests to detect or exclude infectious diseases (e.g., SARS- CoV-2 virus (including mutants and variants)), participation in health checks such as temperature measurements, adherence to the hygiene concept (e.g. Distance rules, correct wearing of a mouth-nose protection of the prescribed type (e.g. FFP 2 etc.) over mouth and nose before and on the event site, hygiene rules, disinfection measures), recording of complete address and contact data before arrival and before the start of the event (e.g. by personalizing tickets), at the entrance / during the event, by using valid and approved apps in compliance with legal regulations, in particular data protection law. Six Day Berlin is entitled to transmit this data to the competent authorities (e.g. health authorities) as well as to provide other evidence and proof that is useful and appropriate to protect the health of all event participants.

The organizer may order further reasonable stricter (detection and prevention) measures, require acts of cooperation and prescribe rules of conduct in order to minimize hazards to the health of all event participants as far as possible. Appropriate are in particular all measures that are based on a recommendation of recognized research institutes (e.g. Robert Koch Institute), but also measures that go beyond this.

Six Day Berlin and/or sales partners will inform about all (detection and prevention) measures and cooperative actions applicable to the respective event in a timely manner prior to the event.

If ticket purchasers do not cooperate with the (detection and prevention) measures applicable to the respective event or violate them, the organizer is entitled to prohibit their participation in the event and to expel them from the premises without any refund.

9. Six Day Berlin and/or an authorized person may deny the Ticket Holder access to the Venue or expel the Ticket Holder from the Venue without refund or compensation also if the Ticket Holder:

(a) is noticeably under the influence of alcohol, drugs, or a behavior-altering substance;

(b) becomes behaviorally disorderly or is deemed by an authorized person to be likely to behave violently, in a harmful manner or in a manner contrary to public order and/or safety;

(c) brings, attempts to bring, possesses, or uses within or near the venue any illegal or prohibited item, including (but not limited to):

(a) firearms and ammunition (including component parts) or replicas of firearms or ammunition; all types of knives and blades; offensive weapons or devices, such as extendable batons, and items that have been modified into weapons or replicas of weapons;

(b) Controlled drugs; explosives, fireworks, flares, smoke canisters, or replica explosive devices; pepper spray, laser pointers, and strobe lights; glass bottles and glass containers (other than medication bottles for personal use); hazardous and/or toxic materials; cans or other items that an authorized person deems dangerous, harmful, and/or illegal, or that may be used as a weapon or missile, or that may impair or otherwise affect the safety of any person or safety on the event premises (or constitute a hazard);

(c) telephone jammers, radio scanners, and walkie-talkies; personal/private wireless and 3G or 4G access points/additional nodes (smart devices are permitted, but may not be used as wireless access points to connect multiple devices);

(d) Hard refrigerated boxes;

(e) Compressed gas containers (other than those required for personal medical purposes);

(f) Protest materials of any kind, including banners, clothing, signs, or materials depicting political, religious, offensive, or racial messages, slogans, or images;

(g) Tents, spray paint, or other items that could be used to demonstrate, sabotage, or damage property within the venue;

(h) any objects bearing trademarks or other types of advertising signs and messages (of any kind) that Six Day Berlin believes are intended for the purpose of advertising or ambush marketing;

(i) Tripods, monopods, or video cameras of any kind, including "selfie sticks" or equivalent devices (whether or not intended for personal use), and any camera or other type of photographic or recording device (of any kind and whether capturing still or moving images) that is not intended for personal use;

(j) Bicycles, roller skates, skateboards, scooters, rolling footwear, strollers, and similar items; and

(k) Pets or animals (other than guide dogs and service dogs).

(d) brings or attempts to bring, possesses or uses any restricted object that, in the reasonable opinion of an Authorized Person, may interfere or otherwise affect the enjoyment or comfort of any person at the Venue, such as large flags, banners and flagpoles, oversized hats, large umbrellas, large noisemakers (vuvuzelas, horns, air horns, drums, rattles and musical instruments only by prior arrangement with Six Day Berlin) to the Venue;

1. e) brings or attempts to bring alcohol, food and/or non-alcoholic beverages into the venue;
2. f) behaves in a disruptive, dangerous or violent manner while inside or in the vicinity of the venue;

(g) is within the event site in restricted areas or other areas where such person is not permitted, or interferes with competition or participants; stands on seats; or climbs light poles, fences, roofs and other devices or structures;

(h) is suspected by an authorized person of having committed or about to commit an offense within or around the event site; and/or

(i) while within or in the vicinity of the event site, fails to follow the instructions of an authorized person;

(j) while within the Event Premises, damages, interferes with, or tampers with any third party property;

1. k) while within the Event Premises, smokes in areas where smoking is not permitted or uses an e-cigarette in areas where smoking is not permitted;
2. l) brings or attempts to bring into the Venue, sells, possesses or uses within/near the Venue any sponsorship, promotional or commercial goods or materials without prior written permission from Six Day Berlin (the person may be required to provide a copy of such permission upon entering the Venue or while within the Venue);
3. m) while in the Venue or its vicinity, engages in any form of activity related to marketing or advertising (including underhand marketing) or engages in any commercial activity or offers (either free or for consideration), sells or possesses with a view to sale any items (including but not limited to beverages, food, souvenirs, clothing, promotional and/or trade items and literature), in each case without the prior written permission of Six Day Berlin;
4. n) hangs or drapes a flag or banner over any signage within the Venue;
5. o) offers bribes or other rewards to third parties to correct or otherwise improperly influence the outcome, progress, conduct or any other aspect of the Event and/or otherwise contacts or attempts to contact a rider, coach, team or Event official for a corrupt or improper purpose; and/or
6. p) is under 18 years of age unless accompanied by a custodial or legal guardian.

0. the Ticket Holder is not allowed to enter, visit or stay at the Venue if he/she has been banned from the Venue or the Event (or sporting events in general) by the Organizer or a competent authority and/or banned from obtaining a Ticket or Tickets in general at sporting events).

1. ticket holders must keep their ticket at all times while in the venue and tickets must be presented to an authorized person for inspection upon request. Failure to do so may result in the Ticket Holder being ejected from the Venue without refund or compensation.

2. in case of slightly negligent violation of essential contractual obligations, i.e. such obligations on whose compliance the ticket holder regularly relies and may rely for the proper fulfillment of the contract, the liability of Six Day Berlin is limited to the damage foreseeable and typical for the contract according to the type of goods. For other slightly negligently caused breaches of duty the liability of Six Day Berlin is limited to the value of the tickets. The above limitations of liability are also valid for the benefit of the authorized representatives or vicarious agents of Six Day Berlin. It is not valid for culpably caused injuries of life, body or health. For these Six Day Berlin is liable without limitation.

3. personal arrangements, including travel, accommodation or hospitality in connection with participation in the event, arranged by the Ticket Holder are at the Ticket Holder's own risk, and none of Six Day Berlin or its Authorized Representatives shall be liable to the Ticket Holder for any indirect loss or damage, including, but not limited to, loss of enjoyment or well-being.

4. the ticket holder is responsible for his personal property brought to and in the venue. None of Six Day Berlin, authorized representatives, the venue owner, or any authorized person will be responsible for any loss, theft, or damage to a Ticket Holder's personal property.

Media & Recordings

5. photographs or other recordings of sound or images taken by a Ticket Holder within the Venue may only be used for personal, private, non-promotional and noncommercial purposes. Under no circumstances (except for personal, private, non-commercial and non-promotional purposes) may a Ticket Holder distribute sounds, images, descriptions, results and/or statistics of an Event (in whole or in part) via the Internet, radio, television and/or any other current and/or future form or type of media, or assist any other person in conducting such activities. This also includes (but is not limited to) such content created, recorded or captured in still or moving form by cell phones or by any other form of wireless and/or portable device. Such activities require prior written approval by the Organizer.

6. ticket holders attending an event:

(a) acknowledge that they may be recorded by a variety of media and that such recordings may be publicly distributed.

1. b) agree that their voices, images and likenesses taken at the event may be used without charge (through live or video display, broadcast or other distribution/recording, photographs or other current and/or future media technologies).
2. c) irrevocably waive all rights to object to such recording and transmission or other dissemination in any current and/or future media technologies.
3. d) acknowledge and agree that Six Day Berlin is the sole legal and beneficial owner of the copyright and all other intellectual property rights of any kind in all sound and image recordings made within the Venue (including future rights in such recordings or in works derived from such recordings);
4. e) waive on an irrevocable, worldwide and perpetual basis all rights (including moral rights) in such recordings; and
5. f) hereby unconditionally and irrevocably grant to Six Day Berlin a perpetual, exclusive, freely transferable, royalty-free and worldwide license to use, adapt, distribute and/or exploit any Recordings made by the Ticket Holder within the Venue in breach of clause 25 of these Terms and Conditions by any means and in any present and/or future form or type of media or format.

Refunds, Exchanges & Cancellations

7. the sale or other issuance of a ticket is final and non-refundable except under the conditions described below or as required by German law. There is no right of withdrawal for consumers in the case of distance contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, the transport of goods, motor vehicle rental, the supply of food and drink and the provision of other services in connection with leisure activities, if the contract provides for a specific date or period for the provision (Section 312g (2), No. 9 BGB). In particular there is no right of withdrawal for event tickets. Each order of tickets is therefore binding immediately after confirmation by the organizer and obligates to the acceptance and payment of the ordered tickets.

8. Six Day Berlin reserves the right not to replace or accept lost, stolen, forgotten, damaged, defaced, forged, illegible or incomplete tickets.

9. Six Day Berlin reserves the right to make changes to the time, date, duration, venue or other details of any event in the event of unforeseen or other circumstances, including (without limitation): acts of God; security concerns; or decisions of an authorized person or other competent authority. In the event of such change, neither Six Day Berlin, nor authorized representatives shall be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such change, except to the extent set forth in paragraphs 33 through 36 of these Terms.

0. after Six Day Berlin has become aware of a postponement, rescheduling or cancellation of an event, all available information will be published as soon as possible on www.sixday.com or sent to the ticket purchaser by e-mail. Nevertheless, it is the responsibility of the ticket holder to determine whether an event has been postponed, rescheduled or cancelled and what new dates, times and locations have been set.

(1. a ticket will not be exchanged or refunded if

(a) the event is terminated for any reason after it has begun; or

(b) the start of an event is delayed for any reason, but still begins on the date originally scheduled; or

1. c) the start time of the event changes, but not the date.

2. Six Day Berlin is only obligated to refund the face value of the relevant Ticket to a Ticket Purchaser (at the Ticket Purchaser's request) in the following circumstances:

(a) if the event is postponed prior to the start of the event and is not rescheduled; or

(b) if the event is postponed prior to the start of the event and rescheduled for another date (whether at the original venue or at another venue); or

1. c) if the event is cancelled; or
2. d) if the Ticket Purchaser is otherwise entitled to a refund under German law.

3. if an event is postponed before it begins and is rescheduled to another date (whether at the original venue or at another venue), the Ticket Holder may do the following:

(a) (if the meeting is rescheduled to another date at the original venue) either use the original ticket for the rescheduled event or request (through the ticket purchaser) a refund; or

1. b) (if the meeting is rescheduled to another venue) either exchange the ticket for a ticket of the same or lower price category for the rescheduled meeting (subject to availability) or (through the Ticket Purchaser) request a refund.

4. the Ticket Purchaser is not entitled to a refund of any fees paid in addition to the face value of the Ticket (e.g. handling fees, system fees, postage or courier costs), unless required by German law. No interest or costs will be charged on any monies refunded.

5. if paragraph 32 or 33 of these conditions is applicable, only the original ticket purchaser can request a refund. If Six Day Berlin initiates a refund process pursuant to paragraphs 32 and 33 of these Terms and Conditions, the Ticket Purchaser will be notified of the process and the prescribed deadline for refund requests through the media or by direct communication within ten business days of the cancellation or postponement of the event. The ticket purchaser must follow both the prescribed process and deadline and present the original ticket to be eligible for a refund. Six Day Berlin is not obligated to issue a refund with respect to a ticket that is suspected to have been the subject of a sale, transfer or disposition in violation of paragraphs 9 or 10 of these terms and conditions.

General

6. for the purpose of identifying the Ticket Purchaser and for administrative, communication, marketing, enforcement and access control purposes, information about a Ticket Purchaser will be collected and stored.

7. the Ticket Holder irrevocably and unconditionally agrees that Six Day Berlin (including the Official Ticket Agent and VIP Hospitality Vendors) may collect and process personal data in accordance with these Terms and in compliance with Six Day Berlin's Privacy Policy for the purposes of implementing these Terms, including for administrative, communication, marketing, enforcement and access control purposes. The Ticket Holder accepts that personal data may be collected and processed by the Official Ticket Agency and VIP Hospitality Vendors, including representation on behalf of Six Day Berlin. All Ticket Holders have a right to access and correct their personal data. This is done by sending a written request to Six Day Berlin.

8. in the event that any provision of these terms and conditions is held invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be severed to the extent required in such jurisdiction and the remainder of these terms and conditions shall continue as if such provision had not been included. The validity, enforceability and/or legal effect of these remaining terms will not be affected or impaired in any way.

9. Six Day Berlin reserves the right to modify these Terms from time to time if there is reasonable cause to do so (including, but not limited to, a change in the security requirements of a venue). A full copy of the latest version of the Terms and Conditions (as amended from time to time) will be available on sixday.com. Six Day Berlin will notify Ticket Purchasers of such changes by email to the Ticket Purchaser's email address provided in the Ticket Purchaser's application if they materially affect the Ticket Purchaser's rights as a consumer.

0. all requests for information or other correspondence in connection with these terms and conditions should be made in writing in German and sent by hand, e-mail or registered mail to Six Day Berlin (Berliner 6-Tage-Rennen GmbH, Mühlenstrasse 8a, 14167 Berlin) or by e-mail to berlin@sixday.com

1. any violation of these terms and conditions may result in the cancellation of the ticket, the refusal to admit the ticket holder to the venue, or the expulsion of the ticket holder from the venue. In each case, this will be without refund or compensation, in addition to any other remedies Six Day Berlin may have. No failure or delay on the part of Six Day Berlin to exercise any right (in whole or in part) under these terms shall constitute a waiver of such right and shall not limit the further exercise of such right.

2. all tickets (and the copyright of all tickets) remain the property of Six Day Berlin. In the event of a breach of any of these terms and conditions by a Ticket Holder, the Tickets shall be surrendered to such authorized person upon demand by such authorized person. These measures are without prejudice to other remedies of Six Day Berlin.

3. these terms and conditions constitute the entire agreement between the parties. Neither party shall have any claim or remedy with respect to any statement, representation, warranty or obligation made by or on behalf of any other party with respect to these Terms that is not already set forth in these Terms.

4. these terms and conditions shall be governed by and construed in accordance with German law. Any dispute arising out of or in connection with these Terms or a Ticket Holder's participation in an Event shall be subject to the exclusive jurisdiction of the German courts. Notwithstanding the foregoing, Six Day Berlin and its authorized representatives reserve the right to bring all legal proceedings in a court of competent jurisdiction in the defendant's domicile, which court shall be governed by and construed in accordance with German law.

5. these terms and conditions do not affect the legal rights of any person as a consumer.

Definitions

6. when used in these Terms, the following terms shall have the following meanings:

"Authorized Agents" means all persons appointed by or on behalf of Six Day Berlin in connection with the Event (including, but not limited to, the Official Ticket Agents, VIP Hospitality Marketers, Official Partners, Sponsors, Suppliers, Broadcasters and Licensees) who are legally and contractually authorized to sell or distribute Tickets.

"Authorized Person(s)" means the entirety of the Event Management, the management from the Venue, the police, the public safety and regulatory authorities and institutions (in connection with the Event or the Venue), and their respective employees, officials, representatives, police officers and volunteers.

"Six Day Berlin" means Berliner 6-Tage-Rennen GmbH, Mühlenstrasse 8a, 14167 Berlin.

"Terms" means these Terms and Conditions and the Venue House Rules, which are incorporated herein by reference, together with any amendments or updates published from time to time by or on behalf of Six Day Berlin.

"Event" means a one-day event that is part of the "Six Day Berlin" event organized by Berliner 6-Tage-Rennen GmbH and to which a ticket provides access to the spectator area.

"Venue" means the entire premises of a stadium or velodrome where an Event is to be held, including all adjacent and surrounding areas used or controlled by Six Day Berlin in connection with the conduct of the Event at the Venue.

"Official Ticket Agent" means the officially appointed ticket agents of Six Day Berlin acting as agents for Six Day Berlin.

"Ticket" means evidence (whether in paper or electronic form) of a personal, revocable license from Six Day Berlin for a person to attend a particular Event at a particular Venue as specified therein, and with respect to VIP Hospitality, referring to the documents (whether in paper or electronic form) evidencing the right to receive VIP Hospitality and access to the Venue.

"Ticket Holder" means any person who owns, holds or uses a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket has been issued or transferred.

"Ticket Purchaser" means the person who purchased a Ticket or Tickets through one or more Authorized Agents.

"Face Value" means the stated price of the Ticket (including any German value added tax thereon) as shown on the applicable Ticket and excludes any handling fee (or portion thereof) or other charges paid by the Ticket Purchaser for such Ticket (including postage or courier charges).

"Handling Fee" means the fee payable per Ticket transaction or order for the handling and/or delivery of Tickets in such transaction or order (including any German value added tax thereon), which is in addition to the face value of the Ticket.

"Original Selling Price" means the stated price for each Ticket or VIP Hospitality Ticket plus a handling fee (or portion thereof), including any applicable value added taxes and other fees required for the sale or trading of such Ticket or VIP Hospitality Ticket (including postage or courier costs).

"VIP Hospitality" means VIP Hospitality for an Event, including access to the designated VIP area depending on the type of VIP Hospitality Ticket, as well as additional benefits not offered with standard tickets, such as the right to complimentary food and beverages during an Event.

"VIP Hospitality Guest" means any person with the right to receive VIP Hospitality, including (without limitation) guests and customers of the VIP Hospitality Buyer with a valid VIP Hospitality Ticket or any person to whom the right to VIP Hospitality has been granted or conferred under these Terms and Conditions.

"VIP Hospitality Buyer" means a person or entity that has purchased VIP Hospitality through an authorized representative.

"VIP Hospitality Seller" means the official hospitality marketer, agent and other third party that Six Day Berlin authorizes to sell VIP Hospitality.

"VIP Hospitality Customer" means the person making a VIP Hospitality booking.

"Illegal or Prohibited Items" means the items specified in paragraph 19.c of these Terms and any other items that may not be brought into the Venue from time to time.

"Restricted Items" means any items that, in the reasonable opinion of an Authorized Person, may interfere with or otherwise affect the enjoyment or comfort of any person at the Venue, such as the items set forth in paragraph 19.d of these Terms.

"House Rules" means all conditions of admission (including security and public order) issued by the Venue and applicable to the Event and brought to the attention of Ticket Holders.

VIP Hospitality

The following paragraphs 47 to 68 apply to all VIP Hospitality Buyers in addition to all other terms and conditions. All VIP Hospitality Guests are Ticket Holders for the purposes of these Terms and Conditions. Any person who accepts the right to receive, use or attempt to use VIP Hospitality agrees to abide by these Terms.

8. VIP Hospitality Guests will be granted access to the VIP area designated on the ticket. VIP Hospitality Guests will not be assigned a seat in the tiers of the Venue. The VIP Hospitality area may not be suitable for small children and babies. VIP Hospitality purchasers should use their own discretion in deciding whether to invite infants and babies as VIP Hospitality guests.

9. a VIP Hospitality ticket can be purchased directly through Six Day Berlin or VIP Hospitality vendors. VIP Hospitality tickets purchased or received from any other source are void and may be canceled without refund or compensation.

All official VIP Hospitality sellers act as agents on behalf of Six Day Berlin.

VIP Hospitality Booking Process

(1. regardless of which VIP Hospitality seller the VIP Hospitality was purchased through, all VIP Hospitality bookings are managed by Six Day Berlin and the VIP Hospitality purchaser (and VIP Hospitality customer, if different) agrees that their data (and that of the VIP Hospitality customer) will be shared with Six Day Berlin, processed by Six Day Berlin and used for administration, communication, marketing, enforcement and access control.

2. the customer must be 18 (eighteen) years or older and have the legal capacity to make the booking and accept these terms. If the VIP Hospitality Customer is purchasing on behalf of a company or other entity that is the VIP Hospitality Buyer, the VIP Hospitality Customer acknowledges that it has the authority to bind the VIP Hospitality Buyer to these Terms. Six Day Berlin will conduct correspondences exclusively with the VIP Hospitality customer, including changes, amendments and cancellations. The VIP Hospitality customer is responsible for ensuring the accuracy of any personal details or other information provided in respect of the VIP Hospitality purchaser and any other person at the time of booking, and for disclosing any information relating to the booking or any changes thereto to all persons at the time of booking. All documents for the VIP Hospitality will be sent to the VIP Hospitality customer.

3. all communications related to VIP Hospitality must originate from the VIP Hospitality customer in writing and in German or English language and sent by e-mail to berlin@sixday.com or tickets@sixday.com.

4. if the VIP Hospitality customer does not personally use the VIP Hospitality he/she booked, he/she must name Six Day Berlin one of the VIP Hospitality guests who is a responsible adult acting on behalf of the VIP Hospitality buyer and taking responsibility for all VIP Hospitality guests of this booking during the event.

55 VIP Hospitality prices are subject to change from time to time. The current price will be confirmed prior to purchase. All VIP Hospitality bookings must be paid in full upon receipt of invoice within the stated payment period. All payments must be made in Euros. All currency conversion costs, bank charges or other costs incurred in making payment will be borne entirely by the VIP Hospitality purchaser and are not deductible.

6. all bookings for VIP Hospitality are made upon receipt of all payments due. It is the responsibility of the VIP Hospitality customer to check the tickets and inform the respective VIP Hospitality seller immediately if anything is wrong; errors cannot always be corrected.

Booking information

.7 Six Day Berlin will issue VIP Hospitality tickets for all VIP Hospitality bookings and forward them to the VIP Hospitality customer. It is the responsibility of the purchaser to verify that all information regarding their VIP Hospitality booking on the VIP Hospitality Ticket is correct; errors cannot always be corrected. This VIP Hospitality Ticket and all information contained therein shall be deemed to be part of these Terms and Conditions. Event information is available on the event website sixday.com or by email (berlin@sixday.com).

8. if Six Day Berlin becomes aware of postponements or cancellations of an event or important details of the VIP Hospitality after the VIP Hospitality ticket has been sent, all available information will be published on the event website or sent to the VIP Hospitality customer. It is the responsibility of the VIP Hospitality guest to verify if an event has been postponed or cancelled and, if new dates, times and locations have been set.

VIP Hospitality refunds, exchanges, cancellations and changes.

9. the sale or other issuance of VIP Hospitality is final and non-refundable, except as described below, or as required by German law.

0. Six Day Berlin reserves the right not to replace or accept lost, stolen, forgotten, damaged, defaced or counterfeit, illegible or incomplete VIP Hospitality tickets.

1. the provisions of paragraphs 27 to 35 of these Terms and Conditions (refunds, exchanges and cancellations) apply to Hospitality Buyers in the same way as they apply to Ticket Buyers. Refunds or exchanges of VIP Hospitality Tickets are permitted only under the same circumstances as refunds or exchanges of Tickets under these paragraphs. References in these paragraphs to "face value of a ticket" refer to the price of the VIP Hospitality paid by the purchaser to Six Day Berlin for the VIP Hospitality.

62 Six Day Berlin reserves the right to make reasonable changes to the details of the VIP Hospitality offered during an event, including reasonable changes to the advertised menus.

Hospitality Guests & Transfer Prohibitions

3. the VIP Hospitality Ticket may not be resold or offered or made available for sale, transferred or otherwise disposed of without the permission of Six Day Berlin. Six Day Berlin reserves the right to cancel, without refund, any VIP Hospitality Ticket that Six Day Berlin reasonably believes has been or will be disposed of in violation of these terms.

4. if Hospitality is purchased for more than one person, the VIP Hospitality Guests must be personally known to the VIP Hospitality Purchaser (and have not become known to the VIP Hospitality Purchaser as a result of the sale, transfer or disposition of the VIP Hospitality). The transfer of a VIP Hospitality Ticket to VIP Hospitality Guests is subject to the following conditions:

(a) the VIP Hospitality may not be offered to the public (including on a website, social media site or other public forum), whether for sale, as a gift or donation, or otherwise transferred, without the prior consent of Six Day Berlin.

1. (b) the sale, transfer or disposal of a VIP Hospitality Ticket by the VIP Hospitality Purchaser to its guests may not be made for a value greater than the original selling price without Six Day Berlin's permission.
2. c) the VIP Hospitality Purchaser must bring these Terms and Conditions and the applicable House Rules to the attention of its VIP Hospitality Guests.
3. (d) the sale, transfer or disposal of a VIP Hospitality Ticket by the VIP Hospitality Purchaser to its VIP Hospitality Guests must be strictly in accordance with these Terms and Conditions and the applicable House Rules of the Venue.

1. e) these conditions and the applicable house rules are fully binding for the VIP Hospitality guests of the VIP Hospitality purchaser, but these persons have no right to sell, transfer or dispose of their VIP Hospitality to another person and only the original VIP Hospitality purchaser is entitled to a refund from Six Day Berlin in respect of the VIP Hospitality in accordance with these conditions;
2. f) the VIP Hospitality Buyer shall ensure that its guests comply with these Terms and the applicable House Rules. Six Day Berlin reserves the right to terminate the VIP Hospitality Buyer's own VIP Hospitality and refuse to accept the VIP Hospitality Buyer or any of its guests and/or to expel the VIP Hospitality Buyer or any of its guests from the Venue without refund or compensation if these Terms and/or the applicable House Rules are violated by any of its guests or if the VIP Hospitality Buyer engages in ambush marketing in connection with the Event.

5. the provisions of paragraph 10 (Restrictions on the use of tickets) shall apply to VIP Hospitality tickets in the same way as to normal tickets.

6. any VIP Hospitality ticket offered for sale, sold, transferred, used or disposed of in violation of paragraphs 9 or 10 of these terms and conditions may be cancelled by Six Day Berlin and the guest attempting to claim VIP Hospitality may be denied admission to the venue or ejected from the premises without refund or compensation. A lawsuit in court cannot be ruled out.

Insurance, Liability and Indemnity

.7 for the avoidance of doubt, the limit of liability referred to in paragraph 22 shall apply in respect of VIP Hospitality (under which Six Day Berlin's liability shall be limited to the reimbursement referred to in paragraphs 32 to 35 of these Conditions).

8. it is the responsibility of the VIP Hospitality buyers to ensure that they and, if applicable, their guests are adequately insured. Six Day Berlin strongly recommends that the VIP Hospitality Buyer obtain insurance that should include coverage against (irretrievable cancellation costs, cancellation or postponement of the event, cancellation costs by the VIP Hospitality Buyer, and assistance in the event of an accident or illness.

9. VIP Hospitality Buyers shall indemnify Six Day Berlin and its authorized representatives for any loss or damage to property at the Venue and for any expenses, costs or claims incurred during or as a result of the Event if it is the case that they were caused (directly or indirectly) by the acts or omissions of the VIP Hospitality Buyer or any of its guests.

Final clauses

1. The law of the Federal Republic of Germany shall apply exclusively
2. The sole place of performance for delivery, service and payment is Berlin, provided that the customer is an entrepreneur within the meaning of § 14 BGB.
3. If the customer is a merchant, the exclusive (also international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Berlin, Germany. This also applies to non-merchants in the case of cross-border contracts. The organizer reserves the right to invoke any other internationally competent court.
4. The European Commission has provided a platform for online dispute resolution here since 15 February 2016. Our email address is: berlin@sixday.com

The organizer is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Status: July 2023