

Festhalle Schottenhamel GmbH & Co. OHG

General Terms and Conditions ("GTCs")

from 25th May 2023

1. Establishment of a legal relationship and scope of application for these General Terms and Conditions

These General Terms and Conditions will apply to the legal relationship that is established through the purchase of table Reservations, including food and beverage vouchers, between Festhalle Schottenhamel GmbH & Co. OHG (hereinafter referred to as "Festhalle") and the respective customer. These General Terms and Conditions will apply exclusively to the contract. Other contractual or business conditions will not become part of the contract even if Festhalle does not explicitly object to them. The effectiveness of the legal relationship referred to in sentence 1 will be subject to the condition that a corresponding event contract regarding Oktoberfest 2023 is concluded between Festhalle and the City of Munich.

2. Object of performance, orders, contract conclusion and Attendance Rights

2.1 Object of performance: The object of the contract is the Reservation of tables in the Festhalle on a specific date for a specific period of time on the occasion of the Munich Oktoberfest as well as the purchase of food and beverage vouchers as an agreed minimum consumption (hereinafter referred to as: "Reservations"). Reservations can only be made on a table-by-table basis. A Reservation will require a minimum purchase of food and beverage vouchers as well as a handling fee per person. In the event of a Reservation, the customer will be provided with the seats for the number of people specified in the Reservation for the agreed Reservation time. The food and beverage vouchers can be redeemed at the agreed Reservation time in the Festhalle during attendance. Seating requests will be taken into account insofar as possible. However, specific tables cannot be guaranteed.

2.2 Reservation requests: Reservation requests can only be made via our website <https://festhalle-schottenhamel.de> or via email to festhalle@schottenhamel.de.

2.3 Online orders: In the case of Reservation requests made via the website, the Reservation will be made as follows: to make a Reservation, registration on Festhalle's online presence will be required. The overview of available tables at Festhalle's online presence does not constitute the offer of a contract at this stage, rather it is merely Festhalle inviting the customer to submit an offer. The customer will submit a binding offer to conclude a contract using the online command provided for this purpose. Once the Reservation request has been received, the customer will receive a Reservation confirmation, which also constitutes acceptance of the offer.

2.4 Orders via email: In the case of Reservation requests made via email, the Reservation will be made as follows: the customer will send an email, which must contain the desired date, time and number of table Reservations, to the email address festhalle@schottenhamel.de.

Festhalle will send the customer a corresponding offer to conclude a contract, including registration data, via email. In order to accept this offer, the customer must register on Festhalle's online presence and submit the online command for binding acceptance of the offer there. The customer will then receive a Reservation confirmation via email.

If the desired table is not available and/or the customer indicates in their Reservation request that they are flexible with regard to the exact date, time and table seating arrangements, the customer may receive early confirmation. Any early confirmation will not include any entitlement to an offer for a specific table with fixed dates at a later point in time. Upon receiving such a specific table offer, the customer must register on Festhalle's online presence in order to accept this offer as well as submit the online command to accept the offer in a binding manner there. The customer will then receive Reservation confirmation via email.

2.5 Offers by Festhalle via email: If Festhalle sends the customer an offer to conclude a contract via email, the customer must register on Festhalle's online presence in order to accept this offer as well as submit the online command to accept the offer in a binding manner there. The customer will then receive Reservation confirmation via email.

2.6 Attendance rights: As the issuer of the Reservations, Festhalle does not wish to grant everyone access to the festival hall and the reserved spaces, rather, only to those persons who have purchased the Reservation directly from Festhalle or as part of a permissible transfer in accordance with Section 7.3. Festhalle will therefore only grant the right to attend the respective event (hereinafter referred to as: "Attendance Right") to those persons who can be identified either by characteristics which identify them printed on the Reservation confirmation or entry wristband (e.g., imprinted name) or who have got Reservations in accordance with Section 7.3. To prove their identity, the respective visitor must carry a suitable official identification document (e.g., ID card, passport) and show this to Festhalle and/or persons commissioned by it (e.g., security personnel) upon request. Reservation confirmation and/or admission wristbands purchased via online sale or auction platforms which are not authorised by Festhalle or are purchased from other third parties will not convey any Attendance Rights under this Section and can result in legal consequences in accordance with Section 7.4. Festhalle will fulfil its obligations with regard to the Attendance Right of the customer or respective owner of the Reservation confirmation and/or admission wristband by granting one-time access to the festival hall, making the reserved seats available and allowing the food and beverage vouchers to be redeemed. Festhalle will also be released from its obligation to provide the service if the respective person cannot enter due to lacking the necessary means to identify the customer described above. Vouchers which cannot be redeemed as a result will also expire entirely.

3. Payment methods

3.1 Prices: Unless otherwise agreed, all prices will be exclusive of delivery and shipping. Payments made to purchase food and beverage vouchers must be made within 14 days of the invoice date via bank transfer to the account specified in the invoice. Any transfer costs will be borne by the customer. In addition, a processing fee will be charged per person included in the table Reservation, due to the increased work involved for Festhalle. In the festival hall,

payments can be made either in cash or with an EC card. Credit cards cannot be used to make payments in the festival hall.

3.2 Cancellation by Festhalle: If payment is not made in full and/or a timely manner, Festhalle will be entitled to cancel the order without replacement or block the Reservations; the corresponding Reservation confirmations will cease to be valid as a result. Any additional costs incurred will be refunded by the customer. Festhalle will reserve the right to assert further claims for damages.

4. Festival operations, admission, food and beverage vouchers

4.1 Admission: Admission to the festival hall will only be guaranteed for customers and their guests with Reservation confirmation and an admission wristband for the confirmed Reservation date. The reserved seats must completely be taken up. Festhalle will not be obliged to keep the reserved seats free for the customer for longer than 20 minutes after the Reservation time commences.

4.2 Space: On the day of the reservation, all customers will find their exact table numbers with their reservation name in our notice boards on the east side, west side and at the office entrance on the north side. The Reservation will only be valid for the table Reservation specified in the Reservation confirmation (maximum of 10 people) and for the duration of the Reservation. Festhalle will reserve the right to allocate the customer to another table in the same sector in the event of unforeseen organisational and/or logistical requirements. Festhalle can allocate table Reservations which are not occupied to other customers. Any entitlement to reserved seats will expire upon leaving the festival hall. The temporary Reservations must be vacated once the Reservation period has expired, with the customer and their guests being required to leave the festival hall immediately. Remaining in the corridors after this time is prohibited for safety reasons.

4.3 Food and beverage vouchers: Purchased food and beverage vouchers can be redeemed in the festival hall during the time period printed on them. These vouchers possess validity according to the regulations appointed by the City of Munich.

5. Collection and Shipping

5.1 Collection: Once full payment has been received, the customer can only collect the admission wristbands and food and beverage vouchers on Mondays starting from 17/07/2023 to the Monday before the start of Oktoberfest (04/09/2023) in Festhalle's city office, Nymphenburger Str. 139, 80636 Munich, by presenting a suitable official identification document (identity card, passport, etc.). For table Reservations from abroad, this collection option will not apply and the respective customer must use the shipping option regulated in Section 5.2.

5.2 Shipping: Once the customer provides the relevant information or notification, the admission wristbands and food and beverage vouchers can also be sent to the customer by post at the customer's expense, with Festhalle selecting the shipping company. After full payment has

been received shipping will be carried out between mid July to latest 2 weeks prior to start of the Oktoberfest.

6. Returns and refunds

6.1 No right of revocation or withdrawal: Even though Festhalle offers Reservations by means of long-distance communication within the meaning of Section 312 para 2 BGB (German Civil Code) and thus a distance contract can exist in accordance with Section 312c para 1 BGB, the customer will not possess any right of revocation in accordance with 312 para 2 no 9 BGB when purchasing a Reservation. This means that there is no two-week right of revocation and withdrawal. Every offer or order for Reservations will therefore be binding immediately following confirmation by Festhalle and obligate the customer to accept and pay for the Reservations ordered.

6.2 Cancellation and reduction of Reservations by the customer: Free cancellation or reduction of Reservations by the customer will only be possible until June 30th of the current year, Festhalle must be notified of this in writing. Any cancellation or reduction after July 1st of the current year will result in a cancellation fee of 15% of the invoice amount being charged. Cancellations and reductions can only be made on a table-by-table basis. If the admission wristbands and food and beverage vouchers have already been collected by the customer or sent to them, any cancellation or reduction by the customer will be excluded. As of September 4th of the current year any cancellation or reduction by the customer will generally be excluded.

7. Use and transfers

7.1 Meaning and purpose: In order to enforce bans on entering the premises and provide the largest possible number of Reservations at socially acceptable prices for the general public, it is in the interest of Festhalle, its customers and visitors to Oktoberfest that any unauthorised transfer of Reservations be restricted in order to prevent price speculation (e.g., the purchase of Reservations with the goal of directly selling these on and/or reselling these at inflated prices).

7.2 Unpermitted transfer: Reservations are sold exclusively for private, non-commercial (i.e. non-profit-oriented) use by the customer; any industrial or commercial resale or other unpermitted transfer of Reservations (i.e. Reservation confirmations and/or admission wristbands) by the customer is prohibited. In particular, the customer is prohibited from

a) offering for purchase and/or selling Reservations publicly, in particular at auctions and/or on the internet (e.g., eBay classified ads, Facebook) and/or sales platforms not authorised by Festhalle (e.g., Viagogo, tischreservierung-oktoberfest.de, etc.);

b) transferring Reservations at a price higher than the price paid; a surcharge of up to 15% to compensate for incurred transaction costs is permitted;

- c) offering, selling or transferring Reservations to industrial and/or commercial resellers and/or dealers (e.g. oktoberfest-tischreservierungen.de or tischreservierung-oktoberfest.de);
- d) using Reservations or allowing these to be used industrially or commercially without an explicitly written prior consent of Festhalle, in particular for advertising, marketing, as a bonus, promotional gift, prize or as part of any unauthorised hospitality or travel package;
- e) transferring Reservations to persons who are banned from entering the premises, provided that the customer was or must have been aware of this fact.

7.3 Permissible transfers: Transferring a Reservation (i.e., Reservation confirmations and/or wristbands) for non-commercial reasons, in particular in the event of illness or any other inability to attend on the part of the customer, will be permitted if the transfer is not carried out in an unpermitted manner within the meaning of the provision in Section 7.2. The customer can only transfer the rights and obligations arising from the contract concluded with Festhalle (and thus also the Attendance Right) to a third party if the third party enters into the contract with Festhalle in their place and assumes all rights and obligations. Admission will require the approval of Festhalle, which will be hereby granted in advance under the conditions set out below if:

- a) the customer expressly informs the Reservation's new owner of the validity and content of these General Terms and Conditions,
- b) the Reservation's new owner agrees to the validity of these General Terms and Conditions between them and Festhalle and
- c) Festhalle is informed of the Reservation's transfer in good time, with the Reservation's new owner being named, or Festhalle has implicitly stated that the Reservation's transfer to the new owner is permissible.

The transfer of individual rights arising from the contract concluded with Festhalle, in particular the Attendance Right, will be excluded if one of the stated conditions described from a) to c) is not fulfilled. If a contractual partner of Festhalle has acquired multiple Attendance Rights in a permissible manner in the context of a contract concluded with Festhalle and assigns these Attendance Rights to multiple third parties in a permissible manner, separate contracts between Festhalle and the entering persons will arise as a result of the contracts' conclusion.

7.4 Measures in the event of impermissible transfers: In the event of one or more violations of the regulation in Section 7.2 and/or in cases of other impermissible transfers of Reservations (i.e. Reservation confirmation and/or admission wristbands), subject to the imposition of a contractual penalty in accordance with Section 8, Festhalle will be entitled to

- a) refrain from delivering the Reservation confirmations and/or admission wristbands which were used contrary to the regulations in Section 7.2 prior to any transfer or shipping to the customer;
- b) block the Reservations in question and deny the Reservation's owner and their guests entry to the Festhalle or expel them from the Festhalle without compensation and make all food and beverage vouchers which have not (yet) been redeemed invalid without replacement;

c) ban the customers in question from purchasing a Reservation for a reasonable period of time, with this not exceeding five (5) years; the number of violations, Reservations offered, sold, transferred or used as well as any proceeds generated by their resale will be decisive in determining the ban's length;

d) demand payment of the additional proceeds or profit from the customer in questions in accordance with Section 9 of these General Terms and Conditions in the event of an unpermitted transfer of Reservations in accordance with Section 7.2;

e) report the incident in an appropriate manner, also stating the name of the customer, in order to prevent future use of the Reservation in a manner which runs contrary to the contract.

Section 8 Contractual penalty

8.1 Conditions: In the event that the customer culpably violates these General Terms and Conditions, in particular one or more provisions in Section 7.2, Festhalle will be entitled to impose an appropriate contractual penalty of up to EUR 6,000.00 upon the customer in addition to the other possible measures and sanctions under these General Terms and Conditions without prejudice to any further claims for damages.

8.2 Amount: The amount of the contractual penalty will be determined in particular based on the number of violations, any revenue or profits obtained via the unpermitted transfer, the type and degree of fault (intent or negligence), efforts and any success of the customer or owner of the Reservation with regard to compensating for the damage, necessary expenses to prosecute the violations, the question of whether and to what extent the offender is a repeat offender and the number of Reservations offered, sold, transferred or used in the event that the Reservations are resold in an unauthorised manner. The exact amount of the contractual penalty will be determined by Festhalle on a case-by-case basis at its reasonable discretion and, in the event of a dispute, must be checked for appropriateness by the competent court. The contractual penalty must be offset against any claims for damages by Festhalle arising from the violation.

9. Payment of additional revenue

9.1 Conditions: In the event of an unpermitted transfer of Reservations in accordance with Section 7.2 by the customer, Festhalle Schottenhamel will also be entitled to impose a contractual penalty in accordance with Section 8 and, in addition to the other possible sanctions arising in accordance with these General Terms and Conditions, have the customer or owner of the Reservation pay the additional revenue or profit which they obtained from the unpermitted transfer of a Reservation (i.e. Reservation confirmations and/or admission wristbands) either in whole or in part.

9.2 Amount and use: The criteria specified in Section 8.2 and the amount of any contractual penalty imposed will be decisive for the question of whether and to what extent the additional revenue must be paid.

10. Supplementary provisions for holding events during the SARS-CoV-2 pandemic

The following provisions will apply to accessing and remaining in the festival hall, with these being subject to special conditions, regulations and/or requirements, etc. from authorities or other state institutions in connection with the SARS-CoV-2 pandemic:

1. The customer or owner of the Reservation will acknowledge that Oktoberfest may not be able to take place in the manner originally planned, in particular due to legal, regulatory and official conditions, regulations and/or requirements, etc.; the customer will acknowledge in particular that holding and participating in an event in the Festhalle may be subject to Festhalle's compliance with additional regulations, provisions and requirements. The customer will accept that, in order to protect the health of its customers and employees, Festhalle can, at its reasonable discretion, also define appropriate conduct and hygiene rules which go beyond the statutory, regulatory or official conditions, regulations or requirements, with Festhalle thereby obligating customers and their guests (other owners of an admission wristband relating to the corresponding table Reservation) to comply with these.
2. Festhalle will be entitled to cancel Reservations made by individual customers to reduce the number of visitors should this become necessary due to statutory, regulatory or official orders or comparable measures. Should the event or the Reservation purchased by the customer be definitively cancelled, the sale price for food and beverage paid will be reimbursed to the customer. Not refunded are a shipping fee after dispatch has taken place as well as a handling fee.
3. Festhalle can allocate the customer's seats in a way which differs from their Reservation within either the same category or to a higher category for important reasons, such as to comply with distancing requirements or to implement protection and health concepts; in these cases, the customer will not be entitled to a refund of the sale price or any other compensation.
4. Festhalle will be entitled to refuse to allow the customer and their guests to enter/remain in the festival hall without any entitlement to reimbursement of the food and beverage vouchers purchased or any other compensation and/or remove the customer and their guests without any entitlement to compensation for food and beverage vouchers which have not yet been redeemed or other compensation if the customer or their guests:
 - a. fail to comply with the applicable statutory, regulatory and/or official conditions and requirements and/or fail to follow the provisions of Festhalle's hygiene

- and protection concept; in particular, but not exclusively, fail to provide appropriate proof demonstrating their vaccination against or recovery from SARS-CoV-2 and/or a negative test, fail to wear a medical mouth and nose covering in the prescribed areas or fail to comply with the distancing requirements,
- b. are ill with SARS-CoV-2 on the date of the Reservation or have tested positive for SARS-CoV-2 within the 14 days prior to the start of the Reservation period, have knowingly had close contact with a person who has tested positive for SARS-CoV-2 or have symptoms typical of suffering from SARS-CoV-2 (cough, fever, runny nose, a disruption to or loss of sense of smell or taste, shortness of breath) in the 14 days before the Reservation period, or
 - c. have been present in a risk area (e.g. a high-risk area, area with a variant of the virus) or a comparable area in the 14 days prior to the start of the Reservation period and are therefore subject to statutory, regulatory or official provisions which prevent them from entering or remaining in the Festhalle.
5. If, for important reasons, in particular on the basis of statutory, regulatory or official requirements or Festhalle's protection and hygiene concept, the customer and their guests are required to present proof and/or declarations regarding their entry to the festival hall, Festhalle will be entitled to make whether or not they grant entry to the festival hall dependent on the presentation of proof and/or declarations and check the proof and/or declarations presented in accordance with data protection provisions.
 6. Festhalle points out that, in order to trace chains of infection, it may be obliged to record the contact details of customers and their guests and pass these on to the competent authorities. The customer will therefore provide both their own contact details and those of the persons accompanying them (guests) with their consent in full and in the proper manner. Festhalle will process the data in question in accordance with the relevant data protection regulations (e.g., Article 6 para 1 sentence 1 lit. c GDPR in conjunction with the applicable statutory regulations); this will also include any forwarding to the competent authority.
 7. The customer and their guests must follow the instructions and requirements of Festhalle and its staff. The customer and their guests will acknowledge that even with comprehensive protection and hygiene concepts, the risk of infection with SARS-CoV-2 when attending the event cannot be entirely ruled out.

11. Force majeure

In other cases of force majeure or the like, the information listed in Section 10 will apply in full accordingly.

12. Settlement of disputes

The EU offers an online platform which the customer can turn to in order to settle consumer disputes out of court: <http://ec.europa.eu/consumers/odr/>.

Festhalle will not participate in a dispute settlement procedure before a consumer arbitration board.

13. Data protection

Unless specifically stated otherwise in the General Terms and Conditions, personal data of the customer and/or the owner of the Reservation will be processed on the one hand in order to fulfil a contract between Festhalle and the customer/owner of the Reservation in accordance with Article 6 para 1 sentence 1 b) GDPR. On the other hand, the personal data of the customer and/or the owner of the Reservation will be processed in order to protect Festhalle's legitimate interests. These legitimate interests arise from Section 7.1.

14. Contract text

The complete text of the contract will not be stored by us. Before submitting the order via the website, the contractual data can be printed out via the browser's print function or saved electronically.

15. Choice of law, place of performance, place of jurisdiction

15.1 Choice of law: The law of the Federal Republic of Germany will apply.

15.1.1 Choice of law for consumers: For consumers who are not concluding the contract for professional or commercial purposes, the choice of law in accordance with Section 15.1 will only apply insofar as the protection granted by mandatory provisions of the law in the state in which the consumer has their habitual place of residence is withdrawn.

15.1.2 CISG: Any application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.2 Place of jurisdiction: If the customer is a registered trader, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract will also be Festhalle's place of business. The same will apply if the customer is a company and has no general place of jurisdiction in Germany or their place of residence or habitual residence is not known at the time the action is brought. This will not affect Festhalle's authority to appeal to the court at another statutory place of jurisdiction.

16. Final clause

Should individual clauses of these General Terms and Conditions be wholly or partially invalid, this will not affect the effectiveness of the remaining clauses or the remaining parts of such a clause.