

## HOUSE RULES AND USAGE REGULATIONS (HUR) FOR THE SAP ARENA

The SAP Arena as well as the associated outdoor facilities are operated by Betriebsgesellschaft der Multifunktionsarena Mannheim mbH & Co. KG (hereinafter "Betriebsgesellschaft"). The HUR serve the regulated use and guarantee the safety and order in the SAP Arena and the associated outdoor facilities. With the admission to the geographical scope of the HUR, the users and visitors of the complex recognise the validity of the following HUR regulated under private law. If the use is carried out owing to a contract concluded with the Betriebsgesellschaft, – subject to deviating contractual regulations – the compliance with the HUR shall be additionally guaranteed with the conclusion of the contract. The contractual users undertake to inform their employees and other persons, who gain admission to the SAP Arena as well as the associated outdoor facilities within the scope of executing the contract, of the HUR and its validity and to obligate said persons to comply with the HUR.

### 1. SCOPE OF THE HUR

- 1.1 The HUR shall apply both to the respective event days for all events as well as to all other days.
- 1.2 The visitors to the SAP Arena shall confirm when they enter the SAP Arena as well as the associated outdoor facilities, that they know about and recognise this HUR as binding for them.
- 1.3 The HUR shall be taken over as binding by all tenants and organisers and will be announced to the visitors to the events. It is valid for everyone who spends time in its scope of validity.

### 2. DOMICILIARY RIGHT

- 2.1 The Betriebsgesellschaft is entitled to the sole domiciliary right in all rooms of the SAP Arena and on the site, insofar as a tenant of the SAP Arena is not entitled to such a right by virtue of the law. The legitimate interests of the tenant are to be taken into consideration when exercising the domiciliary right.
- 2.2 The instructions of the Betriebsgesellschaft and other persons authorised to exercise the domiciliary right (e.g. organisers) as well as the security bodies assigned in connection herewith (control, security and steward service as well as the officers of the police and other regulatory authorities) are to be followed without delay. They are to be granted a right of admission to the let premises at all times.
- 2.3 Persons who breach one or more points of this HUR can be evicted from the complex. The same shall apply to persons who refuse to comply with the orders of the Betriebsgesellschaft and/or other persons authorised to exercise the domiciliary right (e.g. organisers) as well as the security bodies assigned in connection herewith.

### 3. GENERAL ENTRY CONDITIONS FOR EVENTS

- 3.1 Only those persons shall have admission to the events, who have been authorised by the Betriebsgesellschaft or the respective tenant or organiser. In case of events only those persons may spend time in the scope of validity of this HUR, who can show a valid accreditation or a valid ticket. This shall in particular also apply to the admission to the box, business as well as sponsor area. Tickets and accreditations are non-transferable within the SAP Arena.

- 3.2 The stay is only permitted within the building, building parts or admission areas determined by the ticket or the accreditation during the opening times. In case of abuse or unauthorised forwarding of tickets or identity cards, these can be collected by the Betriebsgesellschaft or the respective organiser or their bodies without compensation.

- 3.3 The sale of tickets by third parties is forbidden in the SAP Arena as well as on the associated outdoor facilities. In case of a breach of this ban, the Betriebsgesellschaft shall exercise its domiciliary right to impose house bans as well as to file a criminal complaint regarding the breach. Incidentally, reference is made to the relevant police regulations of the City of Mannheim regarding the ban on commercial ticket sales in the surrounding area of the Arena.

- 3.4 The provisions of the German Youth Protection Act (JuSchG) as well as the instructions regarding youth protection in the SAP Arena shall apply when visiting the SAP Arena which can be accessed under: <https://saparena.de/besucherservice/jugendschutz>.

In order to comply with the regulations of the German Youth Protection Act (JuSchG) in the respective valid version, children and youths under the age of 14 are principally only permitted admission to the SAP Arena when accompanied by a person who has parental authorisation or custodial powers respectively in conjunction with a valid ticket. In addition the following age restrictions apply in the SAP Arena: Children under 6 will not be admitted entry to some events, for example concerts and competitive sporting events. The events that are not suited to this age group will be indicated on the SAP Arena home page with the note "Not suitable for children under 6". In addition, children under 6 will not be admitted entry to standing areas at events that are not sporting competitions.

Youths from the age of 14 and under 16 years old are only permitted admission to and to stay in the SAP Arena without being accompanied by a person who has parental authorisation or custodial powers respectively in conjunction with a valid ticket until 11:00 pm. After 11:00 pm youths from the age of 14 and under 16 years old are only permitted to stay in the SAP Arena when accompanied by a person who has parental authority or custodial powers.

Youths from the age of 16 and under 18 years old are permitted admission to and to stay in the SAP Arena without being accompanied by a person who has parental authorisation or custodial powers respectively in conjunction with a valid ticket until 12:00 (midnight). After 12:00 (midnight) youths from the age of 16 and under 18 years old are only permitted to stay in the SAP Arena when accompanied by a person who has parental authorisation or custodial powers.

Since the entry into force of the new Youth Protection Act there is the possibility for the legal guardians and persons with custodial powers (e.g. the parents) to appoint a person with parental authorisation for the visit to an event in the SAP Arena, who shall accompany and supervise a minor child or a youth during and after the event. When accompanied by this person with parental authorisation, children and youths from the age of 14 and under 16 years old can also take part in certain events in the SAP Arena after 11:00 pm respectively youths from the age of 16 and under 18 years old also after 12:00 (midnight). Corresponding forms are available for you for the appointment of a parental authorisation within the meaning of Section 1 Para. 1 No. 4 JuSchG. In

addition you have the possibility to download a corresponding form under <https://saparena.de/besucherservice/jugendschutz>.

- 3.5 The ticket will cease to be valid when the visitor leaves the event site, unless the visitor was given a corresponding exit ticket for the re-admission into the SAP Arena, which entitles to re-admission in conjunction with the original ticket or the leaving of the SAP Arena was entered in the electronic admission control system and the ticket was entered in the system to allow re-admission.

#### 4. SPECIAL VISIT, HYGIENE AND INFECTION PROTECTION RULES DURING A PANDEMIC

- 4.1 All visitors acknowledge that events may not take place in the usual form during a pandemic, in particular due to measures implemented by the association and/or official requirements.
- 4.2 Each visitor acknowledges that there may be special stay, hygiene and infection protection rules during a pandemic. Due to these rules, regardless of whether they are drawn up by individual associations and/or authorities, there may be restrictions on attending an event in the SAP Arena. The Betriebsgesellschaft is obliged to implement these rules in order to ensure the smooth running of an event.
- 4.3 Each visitor acknowledges that admission to the SAP Arena is at his or her own risk with respect to possible infection with Covid-19 or similar infections. The Betriebsgesellschaft expressly notifies all visitors that, despite the hygiene and protective measures in force, visitors may risk becoming infected with Covid-19 or any comparable infectious diseases during their visit to the event.

#### 5. ADMISSION CONTROL

- 5.1 When entering the SAP Arena, each person is obligated to show their ticket or their other proof of entitlement to the control, security and steward service as well as the officers of the police and other regulatory authorities without request and, upon request, to hand these over for examination. The identity of the visitors can be checked by inspection of their identity documents issued by an authority (personal identity card, passport, driving licence, etc.).
- 5.2 During the stay in the SAP Arena and/or the associated outdoor areas, there is the obligation to present and hand over tickets to control, security and steward services or to officers of the police or other regulatory authorities upon request. A substantiation of the presentation request is not necessary. Persons who cannot prove their entitlement to stay will be evicted from the complex by the control, security and steward service or by officers of the police or other regulatory authorities if they are found there. Persons who were given a house ban for the complex shall forfeit their right of admission and are excluded from events. A refund of the ticket value is excluded in these cases.
- 5.3 Visitors, who are obviously under the influence of alcohol or drugs or who carry weapons or dangerous objects within the meaning of Subclause 6 of this HUR and do not agree with these being seized by the control, security and steward service or by officers of the police or other regulatory authorities, are also excluded. A refund of the ticket value is excluded in these cases.

- 5.4 If visitors, as a result of their behaviour or other indications are suspected of being subject to a valid arena and/or stadium ban which has been declared against them for events or who are suspected of being under the influence of alcohol or drugs or that they are carrying weapons or dangerous objects within the meaning of Subclause 6 of this HUR, security bodies are entitled with their consent, to inspect their items of clothing and containers in order to clarify the facts, to determine findings relating to the influence of alcohol or drugs also by using technical means or, in the event of a possibly existing arena and/or stadium ban to check the identity by inspecting their identity documents. A person who does not grant their consent will be excluded from entering the SAP Arena and will be evicted from the fenced area of the SAP Arena if they are found there. A refund of the ticket value is excluded in these cases.

- 5.5 The Betriebsgesellschaft does not agree with xenophobic, racist, violence-glorifying, anti-Semitic, left- and right-wing extremists tendencies. Therefore, persons, who in particular by their external appearance in association with their political opinions give the impression of an extreme attitude, will be excluded from events. The external appearance will in particular include typical clothing, also with topic-related characters, with which various combinations of numbers or letters make the attitude of the wearer clear. Furthermore, persons, who present such an extreme attitude by flags, propaganda material or exclamations will be excluded from events. A refund of the ticket value is excluded in these cases.

#### 6. BEHAVIOUR IN THE SCOPE OF VALIDITY OF THE HUR

- 6.1 Within the scope of validity of this HUR, each person has to behave so that neither other persons, nor objects of significant value are endangered, damaged or impeded or disturbed more than to the extent that is unavoidable according to the circumstances.
- 6.2 Everyone has to follow the orders of the security bodies, the employees of the regulatory authorities, the police, the fire service, the rescue service as well as the Manager on Duty and the arena spokesperson.
- 6.3 The visitors may only take the seat or place allocated to them and on the way to this place exclusively use the entrances envisaged for this purpose. For safety reasons and in order to prevent dangers, the visitors are obliged to take other seats or places than noted on their tickets at the instruction of the control and security service as well as the officers of the police and other regulatory authorities – also in other areas.
- 6.4 Visitors from the opposing club are prohibited from entering the home fan block with recognisable fan regalia, such as shirts, scarves, etc.
- 6.5 The use of wheelchairs and medically necessary walking aids (crutches, walking frames etc.) is only permitted in the area of the seats and the designated special places for safety reasons (keeping rescue and escape routes clear). Visitors in a wheelchair may only position themselves on the places envisaged for wheelchairs in the blocks 211 to 214 in the Arena. Other places are not available for safety reasons. The control and security service are entitled to allocate a corresponding seat to a visitor, who uses a walking aid.
- 6.6 All entrances and exits as well as the escape and rescue routes are to be kept clear. Marked escape routes and doors must not be obstructed or locked or their function

changed in any way. Escape doors may only be opened in an emergency.

- 6.7 During an ongoing event it is forbidden to stand in a seating area.
- 6.8 The parking of vehicles and bicycles or other means of transport is only permitted on the places envisaged for this purpose.
- 6.9 All fire alarms, hydrants, smoke flaps, power distribution points and switchboards, telephone distribution points as well as heating and ventilation systems must be freely accessible and remain unblocked. This shall in particular also apply to the emergency exits. Authorised agents of the Betriebsgesellschaft as well as the responsible supervisory authority must be granted unrestricted access to the stated systems at all times.
- 6.10 Objects found within the scope of validity of this HUR are to be handed into the information desk or to Arena Control (T +49 621 - 18 190 222).
- 6.11 The Betriebsgesellschaft or the steward service must be notified immediately of any personal injury or damage to property.
- 6.12 A take-off, flying and landing ban shall apply for unmanned aviation systems (drones) in the scope of validity of this HUR.
- 6.13 For safety reasons and in order to prevent dangers, the SAP Arena and its outdoor facilities are monitored by a video system.

## 7. BANS

Visitors who are in in the scope of validity of this HUR are prohibited from carrying the following objects and items:

- 7.1 weapons as well as other dangerous objects, which are also suitable for causing or inflicting injuries;
- 7.2 protective weapons or clothing or objects, which are suitable as protective weapons and according to the circumstances, are designed to resist enforcement measures of a holder of sovereign jurisdiction;
- 7.3 gas spray cans, corrosive or colouring substances, flammable liquids or pressure vessels for highly flammable or harmful gases, with the exception of customary pocket lighters and liquid for e-cigarettes up to 50 ml;
- 7.4 bottles (also PET bottles), beakers, jugs, cans or other containers made of fragile, splintering or particularly hard material;
- 7.5 bulky objects such as ladders, stools, chairs, crates, suitcases;
- 7.6 firecrackers and fireworks, torches, rockets, Bengal fires, smoke powder, smoke bombs, flares and other pyrotechnic objects;
- 7.7 flag or banner poles, which are not made of wood and are longer than 1,80 metres or the diameter of which is bigger than two centimetres, as well as large banners, double brackets and larger quantities of paper or wallpaper rolls;
- 7.8 mechanically and/or electrically operated noise instruments as well as devices for noise or speech amplification devices; laser pointers; except for games of

the Rhein-Neckar Löwen with small clap banners and mouth trumpets, which are available or handed out in the SAP Arena;

- 7.9 alcoholic drinks of all kinds as well as drugs;
- 7.10 animals (except guide dogs for the blind);
- 7.11 violence-glorifying, racist, xenophobic, anti-Semitic as well as right- and left-wing radical propaganda material;
- 7.12 clothing, flags, banners, patches and similar items, the inscription of which is applicable for defamation of persons owing to their skin colour, religion, origin, sex or sexual orientation or the inscription of which shows symbols, which are unconstitutional or, according to recognised opinion, are to be seen as in the right-wing extremist or xenophobic area; the same shall apply to visible body signatures of this kind;
- 7.13 objects, which according to their type are suitable and designed to injure persons or damage objects, in particular projectiles, rods, sticks (except for visitors who have mobility issues) and selfie sticks;
- 7.14 objects, which are suitable and according to the circumstances, are intended for preventing the determination of identity;
- 7.15 cameras with interchangeable lenses, video cameras or other sound or image recording devices (if no corresponding consent of the Betriebsgesellschaft or organiser is available); excluded from this are games of Adler Mannheim and the Rhein-Neckar Löwen for the purpose of recordings for exclusively private purposes. Last-minute changes by the organiser will be communicated via notices on the access doors and must be observed.

The visitors are additionally prohibited:

- 7.16 from climbing up or over building structures and equipment that are not envisaged for general use, in particular façades, fences, walls, wall parapets, surrounding fencing of the playing and event area, barriers, lighting systems, camera platforms, masts of all kinds, roofs including any guying devices and anchors, trees, hedges or roadside greenery as well as planted areas of all kinds;
- 7.17 from entering areas which are marked as unauthorised for visitors, and from occupying locations or places, which the organiser has not envisaged for use by visitors;
- 7.18 from the placement, affixation or storage of objects;
- 7.19 from climbing on seats;
- 7.20 from unrolling banners that obstruct the sight for the purpose of concealing illicit acts;
- 7.21 from throwing objects;
- 7.22 from lighting fires, from burning fireworks, rockets, Bengali fire, smoke powder, smoke bombs or other pyrotechnic objects, or from assisting with or inciting such an act;
- 7.23 from offering goods for sale and selling such goods without the necessary permits under public law and the permission of the Betriebsgesellschaft, from distributing printed matter or from carrying out collections and from selling tickets;



- 7.24 from writing, painting on, placing stickers on, scratching or burning structural systems, equipment, trees or paths, or from damaging these in any other way;
- 7.25 from answering a call of nature outside of the toilets or from contaminating the SAP Arena and/or its outdoor facilities in any other manner, in particular by throwing objects away or leaving these lying around;
- 7.26 from expressing or distributing violence-glorifying, racist, xenophobic, anti-Semitist as well as radical right- and left-wing slogans as well as from discriminating against groups of population by statements, gestures or other behaviour;
- 7.27 from participating in a guise, which is suitable for, according to the circumstances and aimed at, preventing the determination of the identity, (ban on face coverings);
- 7.28 from carrying weapons or objects, which according to their type are suitable and designed to injure persons or damage objects;
- 7.29 from smoking within the no-smoking zones designated in the SAP Arena and the associated outdoor facilities;
- 7.30 from restricting sales areas, in particular paths and driving routes and from installing sales stands on green areas;
- 7.31 from carrying all food (meals and drinks), which was not purchased in the scope of validity of this HUR; Exceptions will apply for visitors, who must carry food and drinks with them due to an illness after submission of a medical certificate or a corresponding identity card; also excluded is food for babies and infants;
- 7.32 from taking outerwear (jackets, coats etc.) into the event rooms insofar as there is no justified exception; outerwear is to be handed into the cloakroom;
- 7.33 the carrying of bags and backpacks larger than 21 cm x 8 cm x 34 cm, apart from baby-changing bags containing baby care items, cane umbrellas, motorbike helmets, booster seats for children, etc. into the event rooms; the aforementioned items must be handed in at the drop-off station outside. Standard booster seats will be issued in the SAP Arena, depending on availability.

Persons, who breach these regulations, will be refused entrance to the SAP Arena and/or the associated outdoor facilities respectively will be asked to leave the SAP Arena and/or the associated outdoor facilities and will lose a possibly existing right to refund of the entrance fee or the ticket value as well as to payment of possible damages. The Betriebsgesellschaft reserves the right to further legal remedies.

## 8. ADVERTISING AND DECORATION

- 8.1 Advertising measures, no matter of what kind, as well as the affixation of decorations and other objects are forbidden in the scope of validity of this HUR if they are not permitted owing to contractually stipulated agreements with the Betriebsgesellschaft or were permitted in an individual case by a written permission of the Betriebsgesellschaft.
- 8.2 Advertising measures are also those measures, which are not carried out against payment of a separate charge, but – no matter for what reasons – serve to advertise a company or a trademark and therefore can in particular breach advertising guidelines under association law.

- 8.3 The Betriebsgesellschaft or the security bodies can prevent advertising measures and, if applicable, seize used advertising material.

- 8.4 The distribution of flyers, advertising material, magazines and similar items is exclusively permitted after the approval of the organiser or the Betriebsgesellschaft irrespective of the other official regulations.

- 8.5 Decorations and other objects, which were admissibly affixed within the scope of events, are to be removed without delay after the end of the event. It is not permitted to hammer nails, hooks, etc. into or to place stickers on floors, walls, ceilings and furniture.

## 9. SALE OF GOODS, FOOD AND DRINKS

The offer for sale and the sale of goods of all kinds, in particular merchandising articles as well as food and drinks, the distribution of printed matter or the execution of collections as well as the installation of huts, stands, etc. is prohibited, unless a contractual entitlement and, if applicable, a necessary permit under public law are available.

## 10. IMAGE AND SOUND RECORDINGS

Each visitor to an event in the SAP Arena shall then agree that the organiser, the Betriebsgesellschaft as well as third parties commissioned hereby within the scope of the event, without being obligated to pay a remuneration, are entitled to create image and sound recordings of the visitors and/or to have these created by third parties, to reproduce, broadcast these and to use these in all audio-visual media and/or to have these reproduced, broadcast and used by third parties. Section 23 Para.2 KunstUrhG [Art Copyright Act] shall remain unaffected.

## 11. DATA PROTECTION

If personal data are processed as part of a ticket sale or during an event (e.g. video surveillance), this shall occur in compliance with the current applicable data protection laws (EU General Data Protection Regulation, Federal Data Protection Act). Information on processing personal data can be found at: <https://saparena.de/datenschutz> and <https://saparena.de/uploads/downloads/PDF/Informationsblatt-Datenschutz.pdf>.

## 12. LIABILITY

- 12.1 The liability of the Betriebsgesellschaft, its legal representatives and vicarious agents for damages from the injury to life, the body or the health as well as the liability according to the German Product Liability Act is not limited by this HUR. In order to avoid possible hearing and health damages owing to increased volume during the events, reference is made to the use of corresponding hearing protection means.

- 12.2 The liability for other damages not stated in Subclause 12.1 is excluded, unless the damages are due to a wilful or grossly negligent breach of obligations of the Betriebsgesellschaft, its legal representatives and vicarious agents or to the breach of an obligation, which is of essential importance for the achievement of the contractual purpose. In the event of the breach of an essential contractual obligation, the liability is limited to the foreseeable, typically occurring damages. The indemnification from liability shall also apply to the liability of the vicarious agents and legal representatives of the Betriebsgesellschaft. For the loss and the damage to items in safekeeping, the Betriebsgesellschaft will only be liable in case of wilful intent and gross negligence.



12.3 The Betriebsgesellschaft shall not assume any liability for damages, which are caused by visitors, users, their authorised agents or other third parties.

13. FINAL PROVISIONS

13.1 This HUR shall come into force effective as of 01/02/2023.

13.2 Legal remedies against individual measures from this HUR are excluded, insofar as not opposed by other legal bases.

13.3 The Betriebsgesellschaft can change this HUR at all times and without stating any reasons. Each new edition of these House Rules shall automatically replace each older edition and shall thus deem it out of force.

*signed*

*The Management* Entry into force: February 2023