

GENERAL TERMS AND CONDITIONS

MATCHMAKER SPORTS GMBH GENERAL TERMS AND CONDITIONS FOR TICKET SALES (TICKET GTC)

General Information

When a ticket is purchased, contractual relations regarding the attendance of the event are established exclusively between the ticket purchaser and MatchMaker Sports GmbH, Hallerstrasse 89, D-20149 Hamburg (hereinafter referred to as "Organiser"). For this purpose, these separate TICKET GTC apply, which supplement the general terms and conditions for the online ordering system of CTS EVENTIM Sports GmbH (hereinafter referred to as "CTS"). The customer agrees to both the general terms and conditions of CTS and the TICKET GTC of the Organiser.

CTS only negotiates the event contract in the name and on behalf of the Organiser, unless CTS is expressly identified as Organiser in individual cases. By ordering tickets, the customer authorises CTS to process the ticket purchase including shipping.

1. Scope

(1) The Organiser sells tickets for the Hamburg Open to corporate and individual customers. These general terms and conditions (hereinafter referred to as "TICKET GTC") apply exclusively to the purchase and/or use of admission tickets (hereinafter referred to as "ticket" or "tickets") for events of the above-mentioned Organiser.

(2) In addition to this, the house rules of the venue apply. These can be accessed online at www.hamburg-open.com and are also posted at the venue.

2. Conclusion of contract, terms of payment

(1) The ordering of tickets by the purchaser is binding. After verification – in particular concerning the availability of the tickets – the order (offer) will be confirmed (acceptance) by the Organiser through the transmission of an order confirmation in text or written form on the basis of these TICKET GTC. Upon acceptance, a contract between the Organiser and the purchaser is concluded (conclusion of contract).

(2) The admission fee is determined by the current price list of the Organiser and the ticket categories by the current seating plan of the venue. In addition to the ticket price, shipping costs and/or a reasonable handling fee (e.g. advance booking fee, system fee, arena fee) may be charged.

(3) The payment of the ticket price and any shipping and handling fees is due upon conclusion of the contract for the purchase of the ticket.

(4) If the tickets are shipped or delivered to the ticket purchaser before payment of the ticket price, the tickets remain the property of the Organiser until complete and final payment of the ticket price. Unpaid tickets do not entitle the holder to attend an event.

3. No right of revocation

Even if the Organiser offers tickets partly via means of distance communication in the sense of § 312c para. 2 BGB (German Civil Code) and thus a distance contract may exist in accordance with § 312c para. 1 BGB, there is no right of revocation of the purchaser when purchasing a ticket in accordance with § 312g para. 2 no. 9 BGB. This means that there is NO two-week right of revocation and return. Each ticket order is binding immediately after confirmation by MatchMaker Sports GmbH and obliges the purchaser to accept and pay for the ordered tickets.

4. Shipping, Complaints

(1) If the purchaser so chooses, the tickets will be shipped at the purchaser's expense and risk, unless the Organiser or the person commissioned by the Organiser can be charged with intent or gross negligence. The choice of shipping company shall be at the free discretion of the Organiser.

(2) The purchaser is obliged to check the tickets after delivery or receipt for correctness with regard to number, price, date, seat number, event and venue. A complaint about defective tickets must be made immediately – at the latest within three working days – after delivery or receipt of the tickets by e-mail or in writing by mail to the office indicated in section 10. Decisive for compliance with the complaint period is the invoice receipt, the postmark or the transmission protocol of the e-mail. After the end of the complaint period, there is no right to return or reorder the tickets. If the complaint is justified and made in time, the Organiser will issue new tickets to the purchaser free of charge.

5. Return, loss and refund of tickets

(1) Exchanging tickets is generally excluded. This also applies if one or more players cancel their participation in the tournament or if individual matches are cancelled. A refund of the purchase price or the delivery of replacement tickets in the event of loss of tickets is also excluded.

(2) If the entire event is completely cancelled, the purchaser will be refunded the purchase price against return of the tickets. Refunds will not reimburse processing and shipping charges.

(3) If matches are cancelled due to force majeure (rain, storm, etc.), there is no entitlement to a refund or subsequent price reduction. If a tournament day is cancelled completely and therefore an additional tournament day is organized, a replacement ticket will be issued upon presentation of the corresponding tickets, or the existing ticket remains valid for the new event day.

(4) The Organiser reserves the right to postpone the event. In this case the tickets remain valid.

(5) The Organiser reserves the right to change the announced tournament schedule (court assignment and schedule), even at short notice.

(6) Upon leaving the venue, the admission ticket loses its validity.

6. Use and resale of tickets, contractual penalty

(1) It is in the interest of the Organiser to restrict the sale and any transfer of tickets in order to prevent acts of violence and crimes in connection with visiting the venue, to enforce bans at the venue and to prevent the resale of tickets at excessive prices, in particular to maintain the price structure developed by the Organiser, also taking into account fan concerns and social considerations. The commercial and corporate sale and transfer of tickets is reserved solely for the Organiser and the agencies authorized by the Organiser.

(2) In case of personal inability to attend, tickets may be transferred in exceptional cases. In the case of private transfer, these tickets may not be passed on to a third party at a price higher than the price paid; only an additional charge of up to 10% to compensate for any incurred transaction costs is permitted.

(3) In the event of any transfer of a ticket permitted as an exception, in particular in individual cases of illness or other prevention of the purchaser, the respective purchaser is obliged to inform the new purchaser of the validity and content of these TICKET GTC. At the request of the Organiser, every

purchaser of tickets must provide information on whether, when, which and how many tickets, and if applicable at what price, were sold or transferred to which persons.

(4) In the event of violations of the above-mentioned prohibitions and obligations, and to the extent the transfer of tickets is not permitted, the Organiser is entitled to put a hold on the tickets – also electronically – and to refuse the respective purchaser of the tickets access to the venue or to expel him from the venue without compensation and to demand payment of the additional proceeds or winnings from the respective first purchaser.

(5) The Organiser is entitled to refuse future ticket sales to the offender, to issue a ban on admission to the venue, to transfer the data stored in this respect to other organisers and, for each case of culpable violation of the ban on resale, to demand payment of an appropriate contractual penalty at the Organiser's reasonable discretion and, if necessary, to be reviewed by the competent court. Decisive for the amount of the contractual penalty is the number of tickets offered, sold, transferred or used. In addition, the Organiser reserves the right, especially in the case of commercial and industrial resale of tickets, to report the incident in an appropriate manner, also by name, in order to prevent a future use of the tickets contrary to the contract. The Organiser expressly reserves the right to assert further legal claims and measures.

7. Admission to the venue, image and sound recordings

(1) The purchaser of a ticket agrees irrevocably and free of charge for all present and future media that the Organiser or third parties commissioned by the Organiser are entitled to create, reproduce, broadcast or have broadcast image and/or sound recordings of his/her person that go beyond the replay of a contemporary event and to use them in audio-visual media, unless the purchaser's legitimate interests preclude such use; § 23 para. 2 of the German law on the protection of copyright in works of art (Kunsturhebergesetz [KUG]) and the separate regulations on data privacy remain unaffected.

(2) Staying at the venue for the purpose of media coverage of the event (television, radio, internet, print and/or photo) is only permitted with the consent of the Organiser and in the areas specially designated for media representatives. Ticket holders are therefore not permitted to record sound, photos, videos, descriptions or results of the match without the prior consent of the Organiser. In case of violation, the Organiser and its employees are entitled to confiscate recording devices and cameras and to retain them until the end of the event for a fee. Films and recording materials of any kind on which parts of the event are recorded can be confiscated and retained by the Organiser. They will be returned to the owner if he/she has agreed to the prior deletion of the recording. Bringing cameras and other image/film and sound recording devices for commercial use is prohibited.

(3) It is strictly forbidden to carry fireworks, bottles, cans, narcotics and weapons of any kind (including projectiles, pocket knives). Animals are not allowed in the stands. Obviously intoxicated persons forfeit their right to enter the venue. Access with reduced-price tickets is only possible on presentation of appropriate identification. Children who are not older than six years of age do not need a separate ticket, but are also not entitled to their own seat. Violations of these TICKET GTC and/or the house rules of the venue will be subject to a removal from the venue without refund of the ticket price.

(4) The Organiser may refuse admission to the venue if the print on the tickets (price, seat, barcode, serial numbers etc.) has been manipulated or damaged, provided the Organiser is not responsible for this.

8. Liability

(1) Persons staying at and in the event location do so at their own risk. The Organiser is liable for personal injury and/or property damage - wherever permissible - only up to the amount of the insured risks.

(2) The Organiser is liable, regardless of the legal basis, only for damages caused by the Organiser, the legal representatives or vicarious agents of the Organiser through intent or gross negligence, unless essential contractual obligations are affected. Except in the case of intentional action, the liability of the Organiser is limited to the replacement of the foreseeable, contract-typical damage, unless there is a grossly negligent violation of essential contractual obligations.

(3) Claims for culpable causation of damage to life, body or health pursuant to product liability law and for fraudulent misrepresentation remain unaffected.

9. Data privacy

For the Organiser, compliance with the applicable data privacy regulations is a matter of course. Therefore, the Organiser collects, processes and uses personal data in the execution of a contract only within the scope of the legal provisions. More detailed information can be found in the privacy policy declaration of the Organiser.

Pursuant to § 7(3) of the federal law against unfair competition (UWG), the Organiser is entitled to use an e-mail address that the purchaser provides to the Organiser in connection with the purchase of a good or service in order to inform the purchaser in the future about similar goods or services of the Organiser.

The purchaser can object to the collection, processing and use of his personal data for advertising purposes at any time without incurring any costs other than the transmission costs according to the basic rates. The Organiser will inform the purchaser of this right of objection whenever addressing the purchaser in advertising. If the purchaser wishes to object to the use of his/her details for advertising purposes, it is sufficient to send a message to:

MatchMaker Sports GmbH, Hallerstraße 89, D-20149 Hamburg, Germany, Tel: 0049 40 413 43 4000, e-mail office@hamburg-open.com

10. Contact

(1) Ticket orders or queries regarding ticket sales in the online shop or using the Organiser's hotline can be made by means of the following contact information:

CTS EVENTIM Sports GmbH, kundenservice-hamburg-open@eventim.de, tel: 018 06 / 991175 (€0.20 /call from German landline, max. €0.60 /call from the German mobile network).

(2) Ticket orders or queries regarding ticket sales of tickets directly through the Organiser (not through the online shop) can be made by means of the following contact information:

info@hamburg-open.com

(3) Ticket orders or queries regarding ticket sales at advance booking offices can be made through the respective advance booking office.

11. Price components and payment modalities

1. The price for tickets purchased in the online ticket shop consists of the ticket price plus an online booking fee of €0.50. The statutory value added tax is included in the price.

2. You can pay by credit card (VISA, MasterCard, American Express), SEPA direct debit, PayPal or giro pay. The payment processing for VISA and MasterCard is carried out by CTS EVENTIM Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, Netherlands.

13. Delivery of the online tickets purchased in the online ticket shop

1. If online tickets are purchased from the event Organiser's online ticket shop, the online tickets will 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 the online tickets is free of charge for the customer.

2. Deviations from the above ticket and delivery types can be ordered as an additional service in accordance with section 14 below.

14. Special additional services

Insofar as the customer, in deviation from section 4 (1), requests the production, packaging and delivery of a hard ticket (thermal or laser printing on blank ticket), which is otherwise only available at stationary sales outlets, instead of an online ticket during the purchase process, additional fees will be charged.

The amount of these fees depends on the number of tickets (weight of the shipment), the mode of shipment (mail, registered mail, parcel or express) and the need for transport insurance and may vary depending on the event. When you order these additional services, the fee is displayed in the shopping cart. No further costs are incurred.

If the booking is made a few days before the respective event, the tickets will no longer be sent to you. If the Organiser offers the possibility of a "pick up", the tickets will be deposited for you to pick up personally at the venue. Information about the place, date and cost of the possible pick up can be found in the online ticket shop.

15. Final provisions

(1) German law shall apply to the exclusion of the conflict of law provisions (PIL) and the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance and jurisdiction for all claims arising between the Organiser and the customer from the business relationship is Hamburg, provided that the customer is a registered trader, a legal entity under public law or a public special asset.

(3) The Organiser is not willing or obliged to participate in dispute resolution proceedings before a consumer dispute resolution body.

(4) Should individual clauses of these TICKET GTC be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall replace an invalid provision by a provision which comes closest to the economic purpose of the invalid provision and is deemed effective. The same procedure should be followed in the absence of any contractual provision.

MatchMaker Sports GmbH
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