

## **Terms and conditions of Allianz Arena Payment GmbH for the use of the ARENA CARD**

The ARENA CARD is an electronic payment system for the Allianz Arena in Munich provided by Allianz Arena Payment GmbH (the 'card issuer'). The sale of the ARENA CARD is carried out in the name of and on the account of Allianz Arena Payment GmbH. The following terms and conditions apply to the relationship between the card issuer and the cardholder for the use of the electronic payment system.

### **§ 1 Contractual relationship**

- (1) The purchase of the ARENA CARD invokes a contract between the card issuer and cardholder around the use of the ARENA CARD as a payment system, in accordance with the following conditions.
- (2) The purchase of match tickets is subject to a separate contractual relationship for which there are separate terms and conditions. Purchasing the ARENA CARD without purchasing a valid admission ticket does not entitle the cardholder to enter the Allianz Arena.
- (3) If the cardholder makes use of services at affiliated acceptance points, this is based on a separate contractual relationship between the cardholder and the affiliated acceptance point.

### **§ 2 Services covered**

- (1) With the ARENA CARD, the cardholder can pay without cash for services provided at the acceptance points within the Allianz Arena on FC Bayern München matchdays as well as other events for which the ARENA CARD has been enabled. With each payment transaction, the funds stored on the ARENA CARD will be reduced by the amount of the transaction,
- (2) The ARENA CARD can be topped up. The maximum card balance is 150 Euros. The cost of topping up corresponds to the face value of the top-up amount chosen by the cardholder.
- (3) The card issuer is not responsible for services provided by affiliated acceptance points which can be paid for using the ARENA CARD.

### **§ 3 Purchase**

- (1) The ARENA CARD is available at designated outlets within and outside the Allianz Arena.
- (2) If the ARENA CARD is purchased remotely, the cardholder incurs a flat postage fee of \$10 at their own cost and risk.
- (3) The ARENA CARD remains the property of the card issuer. The ARENA CARD can only access the card balance available.

### **§ 4 Topping up on-site**

The ARENA CARD can be topped up from the opening of the doors to the official end of the event at the designated points and ticket booths at the Allianz Arena.

### **§ 5 Topping up online**

- (1) The ARENA CARD can also be topped up with a credit card online at [allianz-arena.com/en](http://allianz-arena.com/en). For security reasons, the ARENA CARD can only be topped up online once a day. Due to technical reasons, funds added to the ARENA CARD online can take up to an hour to be processed.
- (2) The cardholder authorises the card issuer and their payment service provider (currently Mastercard Payment Ltd., Gautinger Straße 10, D-82319 Starnberg) to debit the relevant amount from the credit card.
- (3) The ARENA CARD will be loaded with the amount selected by the cardholder during the top-up process. If the cardholder accidentally enters the ARENA CARD number of another party, the possibility cannot be ruled out that the other party spends the funds. In this instance, the card issuer, insofar as the card issuer is not at fault, is not liable for any funds spent and will only reimburse the cardholder with the amount that is still remaining, provided that the card issuer is informed about the mistake and a chargeback is technically possible.
- (4) The card issuer is entitled to temporarily withhold a chargeback on a credit card until the chargeback is clarified.

### **§ 6 Validity period**

The ARENA CARD can be used at affiliated acceptance points from the date of purchase during and until the end of the current Bundesliga season

### **§ 7 Reimbursement and transfer of card balance**

- (1) During the validity period of the ARENA CARD, the cardholder can request a reimbursement of any remaining balance in the form of cash or bank transfer, or transfer the balance to another valid ARENA CARD. Cash reimbursements and transfers to other cards are free of charge. If the cardholder chooses reimbursement via bank transfer, an administration fee of €1 is payable. Card balances of less than €1 are not reimbursable but transfers to other cards are still possible. Cardholders cannot request partial reimbursements.
- (2) The cardholder can apply for a reimbursement or transfer of any remaining balance to another valid ARENA CARD for three years after the validity period, in accordance with the above section. The term begins with the end of the calendar year in which the validity period of the ARENA CARD ends. After this term, reimbursement and transfer are not possible.
- (3) Reimbursements and transfers can be arranged during normal opening times at each of the designated outlets within the grounds of Allianz Arena and at the cash office of Allianz Arena Payment GmbH, Werner-Heisenberg-Allee 25, 80939 München. Reimbursements cannot be arranged at affiliated acceptance points.

- (4) Reimbursement of a card balance can only take place upon return of the ARENA CARD. The only exception is if the cardholder has a valid season ticket. The same applies when transferring card balance after the validity period of the ARENA CARD has lapsed.
- (5) If the memory chip of the ARENA CARD has been damaged through no fault of the card issuer, reimbursement and transfer are not possible unless the cardholder can prove the existing card balance in another way.

#### **§ 8 Complaints and raising objections**

- (1) The contractual relationship between the cardholder and the affiliated acceptance points concerning any complaints is to be clarified directly between them. They are not involved in debiting the card with the relevant amount.
- (2) Any complaints concerning the ARENA CARD can be directed to the designated outlets in the Allianz Arena or to Allianz Arena Payment GmbH, Werner-Heisenberg-Allee 25, 80939 München, service@allianz-arena.de.

#### **§ 9 Duty of care, loss and misuse**

- (1) The cardholder has a duty of care to protect the ARENA CARD from misuse.
- (2) The cardholder bears the risk of loss and misuse of the ARENA CARD by the cardholder. The authority of the card owner is not checked by the acceptance points or the card issuer.
- (3) In the event of a criminal offence, the card issuer reserves the right to press a criminal charge and to assert civil claims.

#### **§ 10 Liability**

- (1) The card issuer does not accept any liability for the quality of services provided by affiliated acceptance points and paid for with the ARENA CARD.
- (2) Claims against the card issuer for damages are subject to the following conditions: For damages caused by the card issuer or their agents, the card issuer assumes full liability if they have been intentionally or grossly negligent. In the event of a slight violation of a primary or secondary service obligation, where the violation endangers the purposes of the contract or where fulfilment is essential to the proper implementation of the contract and in which the customer trusts (material contractual obligation), the card issuer's liability is limited to the foreseeable damages that are typical of the contract upon the conclusion of the contract. For slight violations of non-essential service obligations, the card issuer bears no liability.
- (3) An amendment of the burden of proof to the disadvantage of the card holder shall not be associated with this.
- (4) The card issuer's liability is not affected by damages resulting from injury to life, body or health, by

fraudulent concealment of defects, by the assumption of a warranty of quality nor by liability according to product liability law.

- (5) In so far as the liability of the card issuer is excluded or restricted, this also applies to the personal liability of the employees, colleagues, representatives and subcontractors of the card issuer.

#### **§ 11 Applicable law, jurisdiction**

The law of the federal republic of Germany shall apply. If the cardholder has no place of jurisdiction in Germany, the place of jurisdiction is the registered office of the card issuer.

Applicable from: 1 July 2017