

## **Terms and Conditions (AGB)**

### **General Terms and Conditions**

www.official-vip.com

#### **1. Scope of Application and Contractual Relationship**

1.1. These General Terms and Conditions (hereinafter referred to as AGB) apply to the registration on the portal official-vip.com as well as to the purchase of tickets and VIP tickets for sports or other leisure events organized by different promoters, rights holders, and/or contractual partners through the website www.official-vip.com (hereinafter referred to as WEBSITE), which is operated by SPORTFIVE Germany GmbH, Barcastraße 5, 22087 Hamburg (hereinafter referred to as SPORTFIVE) as a representative for the respective promoter, rights holder, and/or contractual partner (hereinafter referred to as CONTRACTUAL PARTNER).

1.2. The WEBSITE is a platform operated by SPORTFIVE. SPORTFIVE sells the tickets only as a commission agent or representative in the name and on behalf of the respective CONTRACTUAL PARTNER, depending on the respective CONTRACTUAL PARTNER. Natural and legal persons as well as partnerships who have registered (hereinafter referred to as MEMBER) have the opportunity to make an offer to purchase tickets through the WEBSITE. The contract regarding the booked event is concluded exclusively between you and the respective CONTRACTUAL PARTNER. This may be subject to the terms and conditions of the CONTRACTUAL PARTNER, which you must have acknowledged and accepted before making the offer. These apply in addition to these AGB. In the case of conflicting provisions, the AGB of SPORTFIVE take precedence. The identity of the respective CONTRACTUAL PARTNER will be shown to you during the ordering process. As a result, all claims regarding the event, its organization, or in connection with attending the event must be asserted exclusively against the CONTRACTUAL PARTNER. This particularly applies to claims related to event cancellations, rescheduling, or changes to the program.

1.3. The contract between you and the CONTRACTUAL PARTNER can only be concluded in German or English. The contract text will be stored by us after the conclusion of the contract. However, it will not be accessible to you on our pages. Whether the contract text is also stored by the CONTRACTUAL PARTNER and made available to you on their pages, please refer to the respective AGB of the CONTRACTUAL PARTNER. The order data and the AGB (either as an attachment or linked in the email) will be sent to you by email so that you can retrieve and store them in a retrievable form. The invoice will either be sent to you directly with the aforementioned email or promptly in a separate email.

#### **2. Registration as a MEMBER, Object and Scope of the Usage Contract**

2.1. The purchase of tickets requires registration as a MEMBER. Registration is done by opening a member account. This results in a contract for the use of the WEBSITE (hereinafter referred to as the usage contract) between SPORTFIVE and the MEMBER. There is no entitlement to conclude a usage contract.

2.2. Registration is only allowed for legal entities, partnerships, and fully legally competent natural persons. In particular, minors are not permitted to register on the WEBSITE.

2.3. The data requested by the WEBSITE during registration must be provided completely and accurately, e.g., first and last name, current address (no P.O. Box), a valid email address, and if applicable, the company and a representative authorized to sign.

2.4. Registration for a legal entity may only be made by a natural person authorized to represent it, who must be named. Only individual persons may be listed as the owner of the member account (i.e., no married couples or families).

2.5. If the provided data changes after registration, the MEMBER is obligated to immediately correct the details in their member account.

2.6. During registration with a member account, MEMBERS select a member name and a password. The member name must not violate third-party rights, especially no name or trademark rights, and

must not contradict good morals.

2.7. MEMBERS must keep their password secret and ensure the security of access to their member account. MEMBERS are obligated to inform SPORTFIVE immediately if there are indications that their member account is being misused by third parties.

2.8. SPORTFIVE will not disclose a MEMBER's password to third parties and will never ask a MEMBER for their password via email or phone.

2.9. MEMBERS are generally liable for all activities carried out using their member account. If the MEMBER is not responsible for the misuse of their account because there was no breach of their existing duties of care, they are not liable.

2.10. A member account is non-transferable.

2.11. SPORTFIVE reserves the right to delete member accounts from incomplete registrations after a reasonable period.

2.12. SPORTFIVE cannot be held responsible if certain data, such as during registration, do not reach SPORTFIVE or are received incorrectly.

2.13. SPORTFIVE can restrict the use of the WEBSITE at any time or attach specific requirements to certain features of the WEBSITE or the extent to which certain functions and services can be used.

2.14. Based on the usage contract and these General Terms and Conditions, SPORTFIVE is entitled to store and process personal data entered by the MEMBER during registration and ticket selection, so that SPORTFIVE can process the offer sent to the MEMBER and send the acceptance made on behalf of the CONTRACTUAL PARTNER. The data entered on the WEBSITE will thus be used by SPORTFIVE for the purpose of processing the order. Further information regarding the use of data entered on the WEBSITE can be found in the Privacy Policy section <https://www.official-vip.com/de/datenschutz>.

2.15. The MEMBER is always entitled to cancel their member account and thus the usage contract at any time by sending an email to [info@official-vip.com](mailto:info@official-vip.com) without the need to provide a reason.

2.16. SPORTFIVE reserves the right to delete obviously unused member accounts. This is deemed to be the case if the MEMBER does not respond in writing after three written requests via email to the registered email address.

2.17. After the account is terminated and the usage contract ends, SPORTFIVE is entitled to assign a used alias (username) to other MEMBERS. The MEMBER is also entitled to re-register on the WEBSITE even after the account is terminated and the contract ends.

### **3. Conclusion of the Contract for the Purchase of Tickets**

3.1. The contract for the purchase of tickets is concluded exclusively between you and the respective CONTRACTUAL PARTNER or with SPORTFIVE. If events are advertised on the WEBSITE and the sale of tickets for the CONTRACTUAL PARTNER is indicated, this is merely an invitation for you to make an offer to purchase. SPORTFIVE does not guarantee that tickets are still available for the event. The offer for contract conclusion is made by you as soon as you click on the dialog box "order subject to payment" at the end of the ordering process. The acceptance of your offer takes place through SPORTFIVE as a representative of the respective CONTRACTUAL PARTNER or as a commission agent. It occurs when the respective CONTRACTUAL PARTNER sends an invoice for the booked tickets to the email address you provided during registration, or when the tickets are sent or made available electronically by the respective CONTRACTUAL PARTNER. Acceptance is thus not made through the automatically generated order summary, which you receive immediately after submitting the offer.

3.2. Should the number of tickets you requested be unavailable for any reason, you will be notified of this before the contract is concluded, and you will no longer be bound by your offer. You must then place a new order. We reserve the right to reject your offer on behalf of the CONTRACTUAL PARTNER without providing a reason.

### **4. Delivery**

4.1. The delivery of the tickets will take place worldwide to the recipient address you provided, either

through a shipping service provider or electronically in the form of an eTicket or Print@Home ticket. The choice of the shipping service provider is at the discretion of the CONTRACTUAL PARTNER. If timely receipt of the tickets cannot be guaranteed, an alternative option is the deposit of the tickets at the event location.

4.2. The delivery of the tickets takes place between receipt of the payment confirmation and before the event. Unless otherwise explicitly agreed, delivery dates are non-binding.

4.3. If delivery of the tickets is not possible due to incorrect recipient address provided during registration, you will bear the cost of unsuccessful delivery. If the recipient is not available at the address you provided and/or the tickets do not fit in the mailbox, the tickets will be deposited according to the terms of the respective shipping service provider.

4.4. You are obligated to check your tickets immediately after receipt to ensure they match your order and inform us of any discrepancies via email. In such a case, another ticket will be sent to you. If no further delivery is possible due to the event being sold out, we will refund any payments made to us.

## **5. Prices, Ticket Information, and Payment Terms**

5.1. The prices and other ticket information (e.g., event dates, locations, and times) listed on the WEBSITE are provided by the CONTRACTUAL PARTNER and may change. No guarantee is provided for the accuracy and timeliness of this information at the time of placing the order. The CONTRACTUAL PARTNER is the sole contact for event cancellations, changes to dates, times, and locations. The information on the ticket will be definitive.

5.2. SPORTFIVE accepts payments via advance payment, credit card, PayPal, and/or (instant) bank transfer, depending on the respective CONTRACTUAL PARTNER. SPORTFIVE uses the service provider Adyen to process payments. Tickets will only be shipped once the payment has been credited to the respective account.

## **6. Refund of Purchase Price, Right of Withdrawal**

6.1. A claim for the return of tickets and refund of the purchase price exists in principle only in the case of cancellation or rescheduling of events. This claim concerns the execution of the event and is therefore directed against the CONTRACT PARTNER. In such a case, SPORTFIVE merely handles the cancellation within the contractual relationship between the MEMBER and the CONTRACT PARTNER, insofar as the CONTRACT PARTNER provides the corresponding amounts.

6.2. The claim for a refund of the purchase price according to Section 6.1 must be reported to SPORTFIVE in the event of the event being canceled without replacement, at the latest four (4) weeks after the canceled event date.

6.3. Your rights to dissolve the contract or claim damages due to a breach of duty attributable to the CONTRACT PARTNER under statutory regulations remain unaffected.

6.4. Since SPORTFIVE provides services in the field of leisure activities on behalf of the CONTRACT PARTNERS, the provisions regarding distance contracts do not apply here. This means that there is no right of withdrawal. Every order you place is therefore immediately binding upon submission of the order and obligates you to accept and pay for the ordered tickets.

## **7. Liability**

7.1. The information about the event displayed to you has been provided to SPORTFIVE by the CONTRACT PARTNER. Therefore, we are not liable for the accuracy of this information. This does not apply if we become aware of the inaccuracy of such information (e.g., through a customer complaint) and fail to ensure that the CONTRACT PARTNER corrects the information.

7.2. When asserting breaches of duty based on intent or gross negligence, including intent or gross negligence by our legal representatives or vicarious agents, SPORTFIVE is liable according to statutory provisions.

7.3. SPORTFIVE is only liable for simple negligence if SPORTFIVE culpably violates an essential

contractual obligation (cardinal duty). A contractual obligation is considered essential if its breach jeopardizes the achievement of the contractual purpose or if its fulfillment is what makes the proper execution of the contract possible and on which the contracting partner can regularly rely. In this case, and in the case of default and impossibility, the liability for damages is limited to the foreseeable, typically occurring damage.

7.4. Liability for culpable injury to life, body, or health, or based on claims under the Product Liability Act remains unaffected.

## **8. Final Provisions**

8.1. You can contact the portal operator SPORTFIVE as follows:

- By email: [info@official-vip.com](mailto:info@official-vip.com)
- By mail at the address SPORTFIVE Germany GmbH, Barcastraße 5, 22087 Hamburg.

8.2. The serviceable address is the address in Section 8.1; SPORTFIVE is legally represented by the managing directors: Hendrik Schiphorst, Philipp Hasenbein.

8.3. Changes to these terms and conditions by SPORTFIVE (e.g., in the registration process, adjustments to the GTC considering modified or new services or functionalities) will be deemed accepted and effectively agreed upon by the registered MEMBER unless they expressly object to the changes in writing, including via email, within four weeks after receiving the amended terms and conditions. The MEMBER is obligated to keep their email address up to date (see Section 2.5).

8.4. If individual provisions of these GTC are ineffective or become invalid, or if there is a regulatory gap, the remaining provisions of the agency contract will remain in effect. In this case, the parties commit to agree in good faith on a valid provision to replace the ineffective, invalid, or missing provision, which comes economically closest to the documented intention of the parties. It is the explicit will of the parties that this severability clause does not result in a mere reversal of the burden of proof, but that Section 139 of the German Civil Code (BGB) is entirely waived.

8.5. The details of the MEMBER's ticket selection and ticket order will be stored by SPORTFIVE after the order process is completed and can be accessed by the MEMBER at any time via the member account. The current version of these GTC is always available to the MEMBER for retrieval at [www.official-vip.com](http://www.official-vip.com).

8.6. The law of the Federal Republic of Germany applies, excluding the UN Sales Convention.

8.7. For MEMBERS who are merchants according to the German Commercial Code, a public law special fund, or a legal entity under public law, and/or who reside outside the Federal Republic of Germany, Hamburg is the exclusive jurisdiction for all disputes arising from the user contract, from SPORTFIVE's representation in ticket purchases, and these GTC.

8.8. For MEMBERS who are consumers and reside in the Federal Republic of Germany, the jurisdiction is the respective domicile of the MEMBER.