

GROUND RULES

§ 1 Scope of Application

(1) These stadium regulations apply to the Stadion Köln as well as the affiliated areas, grounds and facilities that are in accordance with the site map or corresponding signage/markings. The stadium regulations apply, in particular, to the areas between the so-called Abelbauten in the north and Junkersdorfer Straße in the south as well as to the areas directly connected to the stadium and affiliated areas in the east and west, including Jahnwiesenweg and Fritz-Schröder-Weg. Pursuant to any existing signage/markings, the stadium regulations also apply to any further areas, grounds and facilities, in particular the Vorwiesen, Jahnwiesen, Ostkampfbahn and Westkampfbahn as well as car parks P1-P8, on event days and on days when assembly operations and disassembly operations take place. Car parks S1-S9 for special guests and visitors also fall within the stadium regulations' scope of application at 1. FC Köln events. All subsequent mention of the respective scope of application will henceforth be referred to as "stadium".

(2) The stadium is operated by the Kölner Sportstätten GmbH, which also exercises domiciliary rights in the stadium itself and/or exercises domiciliary rights through the event organizer as well as the security and visitor management services.

(3) Visitors to the stadium accept the stadium regulations as legally binding with the purchase of an admission ticket to the stadium or, at the very latest, upon entrance into the stadium.

(4) The stadium regulations apply principally to all events that take place in the stadium, even in the event that the Kölner

Sportstätten GmbH is not the event organizer or the sole event organizer.

§ 2 Dedication of the Stadium

(1) The stadium is used primarily for the staging of football games and other sporting competitions. In general, the regulations of national and international associations also apply additionally within the context of such sporting events (i.e. DFB, FIFA, UEFA, DFL and NFL).

(2) In addition to the above-mentioned events, events such as concerts, trade fairs, conventions, etc. may be carried out in the stadium.

(3) The general public's entitlement to stadium access and usage exists only in the scope of the previously mentioned intended purposes and in accordance with these stadium regulations.

§ 3 Stadium Admission and Stay

(1) Only persons who are in possession of a valid admission ticket or other permit or who can otherwise demonstrate on site without delay proof of the right to be in the stadium are allowed to remain in the stadium.

(2) Spectators shall occupy the specific seat allocated to them on the admission ticket purchased for the respective event.

(3) The admission ticket is no longer valid upon exiting the stadium and passing through the exit security control; this also applies to visitors, with respect to the right of admission for the respective event, who are in possession of an annual ticket or season ticket, insofar as renewed entry

into the stadium due to the event organizer's non-technical equipment or regulations is permitted.

(4) Admission into the stadium and remaining in the stadium on days during which no events are held is principally not permitted and, when allowed, only with the prior approval of the Kölner Sportstätten GmbH.

(5) In order to ensure optimal security and safety for all visitors to the stadium, the stadium and surrounding areas up to a radius of 500 m is under audio and video surveillance.

(6) Each visitor irrevocably consents to the free usage of his/her image and voice for photographs, live broadcasts, programs and/or photo, video and/or audio recordings for all current or future media that are created in connection with the event.

§ 4 Visitor Security Check and Visitor Management

(1) Upon entry into the stadium and while remaining in the stadium, each visitor is obligated at all times to produce and surrender his/her admission ticket or an equivalent permit to the security and visitor management services for inspection.

(2) On behalf of the Kölner Sportstätten GmbH or the event organizer, the security and visitor management services reserve the right to exercise domiciliary rights and administer instructions and directions to visitors in accordance with the stadium regulations.

(3) The security and visitor management services may search visitors—also with

the use of technical means and equipment—to the extent that they, due to the consumption of narcotics or alcohol or due to the bearing of weapons or other dangerous or pyrotechnical objects, pose a security risk. This investigative authority also extends to items carried by visitors. Visitors who are severely intoxicated (level: 1.1 0/100) and/or under the influence of narcotics will not be permitted to remain in the stadium.

(4) Visitors who are not able to demonstrate their right to be and remain in the stadium and persons who, according to par. (3), could constitute a security risk, can be refused entry at the visitor security check and be prevented from entering the stadium. Persons who have already entered the stadium may be removed from the security and visitor management services. The same applies to persons on whom a stadium ban has been imposed or of whom, due to their conduct or other indications, it is suspected a stadium ban has been imposed against them.

(5) The security and visitor management services reserve the right to validate visitors' identity through the inspection of government-issued identity documents (identification card, passport, driver's license, etc.). Persons who refuse to comply with such a search or identity verification can be denied entry at the visitor security check and prevented from entering the stadium.

(6) In accordance with these stadium regulations, in the case of such a warranted expulsion, an entitlement to reimbursement of the already rendered admission fee does not exist.

§ 5 Conduct in the Stadium

(1) Each visitor within the stadium must conduct himself/herself in a manner with which no other persons are injured, endangered or, as much as is avoidable under the circumstances, inconvenienced or harassed.

(2) Visitors must comply unconditionally and without undue delay with the orders of the police department, fire department, regulatory authorities, Kölner Sportstätten GmbH, the event organizer, the security and visitor management services, emergency services and the stadium spokesperson.

(3) If instructed—in accordance with par. (2), with good reason and due to reasons of security as well as to prevent potential dangers—to occupy seats other than those noted on their admission tickets, visitors are obliged to comply with the order or to leave the stadium.

(4) All entrances and exits, stairways, access ways, gangways and emergency exits in the stadium shall be absolutely and unconditionally kept clear of obstruction.

(5) Irrespective of these stadium regulations, necessary further instruction can, according to par. (2) and with good reason, be enacted in the individual case of the prevention of or elimination of danger to life, health or property. For these purposes, visitors are obliged to comply with the instructions given.

§ 6 Prohibitions

(1) The following objects, whether carried, held or surrendered, are not permitted:

- (a) racist, xenophobic and extreme right-wing propaganda material;
- (b) weapons of all types, i.e. batons, cutting weapons, stabbing weapons, thrust weapons and firearms;
- (c) missiles of all kinds as well as objects that can be used as weapons or missiles;
- (d) laser pointers;
- (e) gas sprays, corrosive or coloring substances;
- (f) bottles of all material, cups, mugs, jars, jugs, glasses, cans from fragile, splintering or especially hard material;
- (g) fireworks, star shells, rockets, banyans, gunpowder and other pyrotechnical objects;
- (h) flag poles or banner poles that are not made from wood or that are longer than 1 m or whose diameter is larger than 2 cm;
- (i) animals;
- (j) mechanically powered instruments that emit a noise, instruments that amplify noise and voice (i.e. fanfare horns, air or gas-powered horns, vuvuzelas, megaphones);
- (k) oxidizing or fire load increasing material;
- (l) bulky objects as ladders, stools, chairs, boxes, suitcases, etc.;
- (m) alcoholic beverages that are not purchased in the stadium as well as all types of illicit drugs.

(2) For safety purposes (to keep rescue and emergency exits free), the carrying of medically necessary walking aids (crutches, walkers, etc.) is only permitted in the seating area and the designated special seating area. Pursuant to §5 par. (3), the security and visitor management services reserve the right to assign an appropriate seat to any visitor who is carrying a walking aid.

(3) In addition, the following actions are also prohibited for visitors:

- a) expressing and disseminating racist, xenophobic or right-wing extremist slogans;
- b) participating in contestable altercations, aggressive behavior or using abusive language against other persons;
- c) insofar as they are offered, excessively consuming alcoholic beverages;
- d) entering, scaling or climbing over facilities and structures that are not intended for general use, in particular facades, fences, walls, field enclosures, barriers, seats, lighting equipment, television and camera platforms, trees and roofs as well as all types of poles or pylons;
- e) entering areas in which spectators are not permitted (i.e. the field, indoor space including its boundaries, the functional rooms, etc.);
- f) throwing objects;
- g) organizing gatherings of all kinds;
- h) shooting off or launching fireworks or other pyrotechnical objects; likewise inciting such acts themselves as well as propagating and supporting them (in particular concealing such acts through the use of a masking component such as a banner);
- i) painting, marking or sticking adhesives to structural installations, facilities, buildings, paths and trees;
- j) urinating any place other than in the toilets or to otherwise contaminate the stadium premises, in particular through littering;
- k) driving on the stadium premises with vehicles of any kind; selling goods and printed materials, in particular newspapers, magazines and admission tickets; distributing promotional material such as brochures and productsamples;
- l) carrying cameras and other sound and image recording devices including video cameras; producing sound and

image recordings of the event and commercially distributing such recordings as well as supporting any other persons who conduct such activities, with the exception that previous approval has been received by the Kölner Sportstätten GmbH or the event organizer, or in the case the event takes place solely within the private domain;

- m) displaying provocative behavior that could be used to precipitate an altercation with other spectators; when visitors in the home area of the stadium (south stand, blocks S1-S16 and north stand, blocks N11-N14) wear or display memorabilia of the away team or visitors in the away area (north stand, blocks N6, N15, N16) wear or display memorabilia of the home team, the security and visitor management services can assume such a provocation exits.
- n) smoking in the stands (standing and seating areas) at 1. FC Köln events;
- o) presenting oneself in the stadium or on the stadium premises in such a way which could, under certain circumstances, lend itself to preventing the verification of the person's identity (ban on wearing face coverings).

§ 7 Violations and Contractual Penalties

(1) Persons who violate the provisions of these stadium regulations or the instructions of the security and visitor management services can, irrespective of other rights of the Kölner Sportstätten GmbH, be assigned another seat, if available, or be expelled from the stadium without compensation and without reimbursement of the admission fee. Censures or expulsions from the stadium by the security and visitor management services or the police force can also be imposed on groups of people in situations in which concrete violations cannot be attributed to individual persons, but the behavior can be attributed to group members as a whole.

(2) Furthermore, for each individual case of an infringement against the stadium regulations, the visitor shall incur an appropriate contractual penalty which is in proportion to the violation caused; such a penalty can be imposed by the Kölner Sportstätten GmbH and/or the respective

event organizer.

The visitor is especially obligated to pay a contractual penalty to the Kölner Sportstätten GmbH or the respective event organizer in the amount of:

- €25.00 (in words: twenty-five euro) when he/she violates §6 par. (3) lit. i);
- up to €500.00 (in words: five hundred euro) when he/she violates §6 par. (3) lit. f) and/or §6 par. (3) lit. m);
- up to €1,000.00 (in words: one thousand euros) when he/she violates §6 par. (3) lit. h).

Further claims for damages, prohibitory injunctions, or other contractual claims shall remain unaffected.

(3) In breach of §6 of these stadium regulations, carried items may be secured by the security and visitor management services. Insofar as the objects are not required for a possible criminal investigation and after the prerequisites no longer apply, the items shall be returned against compensation for the incurred cost of the items' possession and return or destroyed at the visitor's expense four weeks after the event; the Kölner Sportstätten GmbH and/or the event organizer shall not be liable for the loss or damage of secured items.

(4) A stadium ban can be imposed upon persons who, in the context of an event, impair or endanger the security and organization of the event through their conduct within or outside of the stadium. This stadium ban can, according to the principle of proportionality, be limited to the stadium or, as agreed upon by the associations or other stadium operators mentioned in §2 par. (1) of these stadium regulations, be imposed with nationwide or international efficacy.

§ 8 Liability

(1) Entrance into the stadium and use of the stadium occur at one's own risk.

(2) The Kölner Sportstätten GmbH and the event organizer shall be liable, in accordance with statutory regulations and in the case of a violation of their respective obligations, for injury to persons. As far as other damages are concerned, the Kölner Sportstätten GmbH and the event organizer

accept liability exclusively in accordance with the following provisions:

(a) The Kölner Sportstätten GmbH and the event organizer shall be liable in accordance with statutory regulations for damages that are caused by malice, willful intent or gross negligence.

(b) The Kölner Sportstätten GmbH and the event organizer shall be liable for damages due to a slightly negligent violation of their essential contractual obligations; the liability shall be limited to the amount of the foreseeable damage that typically occurs under this type of contract.

(3) Any further liability shall be excluded. In particular, neither the Kölner Sportstätten GmbH nor the event organizer shall be liable for injuries to persons and damage to property that are caused by third parties.

(4) Any accidents that may arise in the stadium shall be communicated in writing without delay to the Kölner Sportstätten and the event organizer.

Cologne, 8 April 2022
Kölner Sportstätten GmbH