

## **House Rules**

### for Uber Eats Music Hall

Upon entering the area of applicability of the House Rules, all visitors to the Uber Eats Music Hall and the facility acknowledge that these shall apply to their conduct.

#### **1. Area of Applicability**

- 1.1. The House Rules, as may be modified and amended from time to time, apply to the entire Music Hall site, this being the “Uber Eats Music Hall” (referred to hereinbelow as the “**Music Hall**”) including all access ways as well as external areas, open spaces, and parking areas (referred to hereinbelow as the “**Facility**”). The House Rules apply both on all event days as well as on all other days for all employees of the Music Hall and the Facility, its users and their employees, as well as its patrons and all other persons (referred to hereinbelow as the “**Visitors**”), regardless of the reason for which they may enter the Music Hall or the Facility.
- 1.2. Any violations of the stipulations of the present House Rules may result in the individual concerned being immediately expelled from the Facility, excluded from the event or, in particularly serious cases, to their being permanently banned from the Facility.

#### **2. Objective of the House Rules**

The House Rules pursue the objective of

- Preventing persons and objects from being placed at risk or damaged;
- Ensuring that events can take place without any disruptions, and
- Protecting the Music Hall and the Facility against damages and soiling/littering.

#### **3. Right to Undisturbed Possession**

The Anschutz Entertainment Group Operations GmbH (referred to hereinbelow as the “**Operator**”) exercises the right to undisturbed possession of the Music Hall and the entire Facility. During events, this right shall be exercised by the Operator and / or the security and stewarding staff contracted by the Operator.

#### **4. Access by Visitors to the Event and Their Presence in the Music Hall**

- 4.1. Visitors will be permitted access to the Music Hall and allowed to be present in the Facility at events only if they have shown a valid ticket or an accreditation document valid for the event day. In the course of their stay in the Music Hall, all Visitors must carry their tickets with them and show them for inspection by the Operator or the security and stewarding staff. Accreditation documents must be worn visibly at all times. The validity and usability of the ticket is governed by the General Terms and Conditions for the acquisition of tickets in place with the respective event organizers.
- 4.2. Visitors found in the Music Hall who do not have a valid entrance ticket or accreditation document may be ordered to leave the building immediately, without any further reason being provided.
- 4.3. When Visitors leave the Music Hall, their tickets will lose their validity, unless the Visitors were registered in the electronic access control system when they left the Music Hall and were granted authorization to re-enter it.
- 4.4. The security and stewarding staff may search persons – and may deploy technical aids in doing so – to determine whether they represent a security risk due to their having consumed alcoholic beverages or drugs, or because they have brought any of the prohibited objects with

them that have been set out in Clause 6. In this context, the security and stewarding staff is also entitled to demand that visitors identify themselves by showing the corresponding identity documents if there are any indications that objects prohibited in the sense of Clause 6 are being brought into the Facility, or that the respective person has been banned, either locally or in all of Germany, from entering any stadiums or the Facility.

4.5. Children and youth under the age of sixteen may enter the Music Hall only if they are accompanied by a Custodial Person or Person with Parental Power (as stipulated by the *Jugendschutzgesetz*, JuSchG, Law on the Protection of Youth), each of them having a respectively valid entrance ticket. Custodial Persons or Persons with Parental Power are to comply with their supervision obligation. As a matter of principle, children under the age of six will be allowed to access events only if they are accompanied by an adult having reached the age of majority who is a Custodial Person or Person with Parental Power.

4.6. As a matter of principle, children must have an entrance ticket. Under certain circumstances, the General Terms and Conditions of the respective event organizers may provide differently.

## **5. Refusal to Allow Access**

### **5.1. Visitors**

- Refusing to consent to the control measures,
- Failing to comply with security and stewarding staff instructions,
- Recognizably under the influence of alcoholic beverages or drugs,
- Recognizably ready to take violent action or to incite others to violent acts,
- Having been banned, either locally or in all of Germany, from entering any stadiums or the Facility,
- Recognizably intending to disrupt the event,
- Carrying prohibited objects as set out in Clause 6 hereof, or
- Alleging that they are carrying a weapon or an explosive device

will not be granted access to the Music Hall, or they will be ordered to leave the building without being refunded for the value of their tickets.

5.2. Visitors may be refused access if official requirements as issued by the authorities or security reasons prevent such access.

## **6. Prohibited Objects**

6.1. All Visitors entering the Music Hall and the Facility are prohibited from carrying any of the following objects:

- Backpacks, purses/handbags and bags of which the longest side is larger than the format "DIN A4" (21.0 cm x 29.7 cm), as well as suitcases, crates, cardboard boxes, and strollers;
- Weapons of any kind;
- Objects that could be used as weapons or as a projectile;
- Laptops/notebooks, iPads/tablets, camera stands, and so-called "selfie sticks;"
- Gas spraying cans, acid substances or coloring substances, or pressure containers for flammable or hazardous gases, to the exclusion of usual pocket lighters;
- Glass bottles / containers, bottles, cans, plastic canisters, hard packages or other objects made of glass or any other breakable, brittle or particularly hard material;
- Pyrotechnical material / products such as firecrackers, Bengal lights, smoke bombs, smoke powder, flares, sparklers etc.;
- Fire-hazardous objects, rods, sticks (to the exception for people with walking

and visual impairments, the corresponding disability card must be carried), etc.;

- Noise instruments that are mechanically or electrically operated or otherwise (e.g. pneumatically) (such as bullhorns, gas-operated portable alarm horns, so-called “vuvuzelas”);
  - Clothing, emblems, written documents, posters, and other objects serving to demonstrate, for example, racist, xenophobic, right-wing or left-wing radical, national socialist or other political opinion or serving as propaganda material or that is prohibited to show in public;
  - Bulky objects such as ladders, stools, (folding) chairs;
  - Laser pointers, whistles,
  - Laser pointers, whistles, at sport events: Flag poles or poles for banners made out of metal or that are longer than 1 m, or the circumference of which is greater than 1.5 cm. At concerts and shows, it is not permitted to bring flag poles and poles for banners. Any flags or banners brought into the Facility or admitted to it must be made of a material classified as having “low flammability” (construction material classification DIN 4102-1 “B1” resp. EN 13501-1);
  - At sports events: large-size banners (larger than 1.0 m<sup>2</sup>); at concerts and other entertainment events: as a rule, no larger than DIN A3; banners with two poles, larger amounts of paper, rolls of wall paper, large amounts of confetti etc.;
  - Drugs as defined by the *Betäubungsmittelgesetz* (BtMG, German Narcotics Law);
  - Any types of foodstuffs; exceptions are made for guests who must have specific foods and beverages readily available due to a certain illness and who submit a corresponding certificate from a physician or a similar document identifying them as patients suffering from such ailment. Likewise, baby food for infants and toddlers is also excluded from this prohibition.
  - Animals of any kind with the exception of assistance dogs (in accordance with § 12e of the Disability Equality Act/Behindertengleichstellungsgesetz - BGG).
- 6.2. In derogation from the prohibition of carrying bags pursuant to Clause 6.1, other and stricter rules may be imposed by the respective event organizer, depending on the circumstances.
- 6.3. Upon corresponding agreement being reached with the police and/or the event organizer, individual visitors to the Music Hall or the Facility may be permitted to carry flags, banners, and poles as well as large-scale banners and such like that are larger than as set out in Clause 6.1.
- 6.4. Umbrellas may not be brought along into the seats or standing room spaces and must be handed over to the entrance staff to be locked away in the closet area.

## **7. Conduct**

- 7.1. All Visitors are under obligation to assist and cooperate, in particular if the Music Hall is vacated or evacuated.
- 7.2. All Visitors are to conduct themselves considerately and in such a way that no other person suffers damage, is placed at risk or is impeded or bothered to a greater degree than is unavoidable under the circumstances. All Visitors are to comply with the instructions of security and stewarding staff, and in particular those of the police, the fire department, and the event organizer. Any public announcements made by the Music Hall speaker are to be heeded and instructions are to be followed at all times.
- 7.3. The Visitors are to take the seats assigned to them and are to use the public access ways. For reasons of security and in order to avert danger, the Visitors are under obligation to take

other seats, which may be located in different blocks or areas than those set out on their tickets, should the security and stewarding staff or the police issue corresponding instructions. At sport events or concerts, it may be part of the character of the event that the audience also follows the action standing in the seating area for a short or longer period of time, which then does not constitute a breach of the house rules.

- 7.4. Any and all objects found on the site of the Music Hall are to be submitted to the security and stewarding staff.
- 7.5. Should any person suffer injuries or should any objects be damaged, the Operator or security and stewarding staff is to be informed of this fact immediately.
- 7.6. Any and all technical facilities such as fire alarms, hydrants, electrical distribution panels and fire control panels, telephone distribution systems, and heating and ventilation systems must be freely accessible and may not be obstructed. Any and all stairways leading up or down as well as the egress routes and emergency exits are to be kept free, without any obstructions whatsoever.

## **8. Prohibited Conduct**

### **8.1. It is prohibited:**

- To smoke in the publicly accessible areas of the Music Hall outside of the spaces reserved for such use and correspondingly marked; the smoking prohibition also extends to the use of electronic cigarettes (so-called “e-cigarettes”);
- To enter the inner area of the bowl or the playing field without appropriate accreditation;
- To disrupt the event;
- To use political propaganda or to act politically, to use slogans or emblems that are racist, xenophobic or hostile to the democratic constitution of the state, or to disseminate them, or to demonstrate a radical right-wing stance by making gestures;
- To climb on or over structures and facilities not intended for general use, in particular façades, fences, walls, enclosures, blocks, lighting facilities, camera stands, trees, masts of any kind, and roofs;
- To use egress stairwells unless instructions have been issued to vacate the Music Hall or these are released for the outlet;
- To enter areas (such as functional areas, VIP spaces, and areas reserved for the media etc.) that are not generally accessible, or regarding which the respective access authorization does not apply;
- To throw objects of any kind or to spill liquids of any kind;
- To light fires or to light or shoot firecrackers, flares, smoke powder, smoke bombs, Bengal lights, rockets, sparklers, or other pyrotechnical objects;
- To distribute advertising material, printed matter, handbills or to collect money;
- To write on structural facilities, furnishings or pathways, to paint them or to glue paper or objects on them, or to install any other objects in the Music Hall or the Facility;
- To relieve oneself outside of the toilets or to litter or soil the building by discarding objects, waste, packages, empty containers or such like;
- To narrow or obstruct traffic routes, walkways and driveways, access ways and exits to the seats and standing room spaces and egress routes;
- To stand on the seats in the spectator areas.

- 8.2. As a matter of principle, bringing video and audio recording equipment into the Music Hall and using it is prohibited; this also applies to photo and film cameras (in particular photo cameras with interchangeable / bayonet lenses). The special regulations in place with the event organizer

are to be taken into account in the individual case.

- 8.3. It is prohibited to make audio or visual recordings, descriptions or records of event results, either as a whole or in individual aspects, to disseminate them or to make them accessible in any other way via the internet or other media (social media, Apps), or to allow third parties to access them, or to distribute such recordings etc. commercially.
- 8.4. The acquisition of entrance tickets for re-sale and the sale of tickets are prohibited. Should the event organizer or Operator become aware of any such sales and purchases having been affected, the event organizer or Operator will block those tickets. In this context, any claims to return of the ticket or refund of the ticket price as well as warranty claims shall be prohibited.
- 8.5. The Operator shall have the sole right to sell, or to distribute at no cost, in the Music Hall and in the Facility any merchandise, food, and beverages as well as goods of any kind, and to transfer this right to third parties.

## 9. Enforcement of the House Rules

The Operator and the security and stewarding staff it deploys shall ensure, at their discretion and in compliance with the respectively valid stipulations of the law, that the House Rules are complied with. The right of the event organizer and the Operator to demand that the Visitors compensate them for any damages shall remain unaffected hereby.

## 10. Miscellaneous

The Visitors to the Music Hall and the Facility hereby irrevocably consent to having their images and their voices used for photographic and television recordings (live streaming, DVD recordings, and such like) as may be made by the Operator or event organizer or the parties they may commission in connection with their visit to the Music Hall and the Facility. Section 23 paragraph 2 of the *Kunsturhebergesetz* (KunstUrhG, Act on the Protection of the Copyright in Works of Art and Photographs) shall remain unaffected thereby.

## 11. Liability

- 11.1. The Operator shall be liable without limitation under the *Produkthaftungsgesetz* (ProdHaftG, German Product Liability Act) for any damages caused intentionally or with gross negligence, for any instances in which it has acted in bad faith by failing to disclose deficiencies, as well as for damages resulting from injury to life, limb or health. Likewise, the Operator's liability for damages resulting from the violation of a guarantee shall be unlimited if and insofar as such a guarantee was expressly given.

In the event of essential contractual obligations having been violated, i.e. those obligations that are of particular importance for achieving the purpose of the contract and in the compliance with which the respective other party to the contract may regularly trust (so-called "cardinal obligations"), and of such violation being based on simple negligence, the Operator's liability shall be limited to the compensation of the foreseeable damage that is typical for the contract.

Except for the cases set out above, the Operator shall not be liable for damages caused by simple negligence.

Insofar as the Operator's liability has been precluded or limited, this shall also apply to the liability for the Operator's legal representatives, the persons it employs in the performance of its obligations as well as its vicarious agents.

- 11.2. Visitors enter the Music Hall and the Facility at their own risk. The Operator shall not be held liable for any personal injuries or damages to objects that may be caused by third parties.

- 11.3. The Visitors shall be liable in accordance with the applicable statutory regulations. Parents shall be held liable for their children.
- 11.4. Due to the sound being turned up high at events, there is a risk that hearing and health may be damaged. The Operator shall be held liable for damages to hearing and health in the scope stipulated by law only in those instances in which it and/or the persons it employs in the performance of its obligations can be charged with having acted intentionally or with gross negligence.
- 11.5. Any written agreements in derogation from the above provisions that may be made between a Visitor and the Operator as individual agreements shall take precedence before the above provisions.
- 11.6. The Operator shall be notified immediately of any accidents or damages.

## **12. Final Clauses**

- 12.1. The present House Rules shall enter into force on March 22<sup>nd</sup>, 2024.
- 12.2. The present House Rules may be modified at any time by the Operator without the Operator needing to cite any reasons for doing so. Any new version of the present House Rules shall replace each older version and shall thus render the previous version obsolete.
- 12.3. The present House Rules are displayed to the public at the Music Hall entrances.

**Berlin, March of 2024 Anschutz Entertainment Group Operations GmbH**