



## DFB GmbH & Co. KG (hereinafter "DFB") - General Terms and Conditions for DFB Campus Services (01/08/2024)

### 1. Scope – General Terms and Conditions

The following DFB General Terms and Conditions apply to the use of rooms and areas, the provision of rooms for accommodation against payment and the utilisation of services offered by the customer on the DFB Campus (Kennedyallee 274, 60528 Frankfurt am Main).

### 2. Accommodation and campus services

2.1 The use of rooms and areas, the provision of rooms for accommodation on the DFB-Campus and the campus services offered by the DFB require a sports relevance.

2.2 The DFB offers the use of the rooms/spaces and rooms listed in **Annex 1** for accommodation on the DFB Campus after prior quotation, provided that the intended use is compatible with the interests/values of the DFB.

2.3 The DFB offers services on the DFB Campus subject to an arrangement or quotation.

### 3. Customer obligations

3.1 The customer undertakes to use the rooms/spaces and rooms for accommodation exclusively for the agreed purpose. Any change to the agreed use is subject to the consent of the DFB. Rooms for accommodation must be vacated by 10:00 a.m. at the latest on the day of departure.

3.2 The customer undertakes to treat the premises and other facilities and equipment on the DFB-Campus with the greatest possible care. All defects and damage that occur or are discovered during use must be reported immediately. This applies in particular to defects that may impair the suitability of the premises for contractual use. The notification of defects must be made in text form and must contain a precise description of the defect. In the event of emergencies (e.g. water damage, heating failure in winter, etc.), the customer must notify the DFB immediately.

3.3 The customer must comply with all statutory regulations. In addition to the provisions on the protection of minors, this also includes compliance with rest periods and the prohibition of smoking and open flames in areas not designated for this purpose. The instructions of the service personnel must be followed.

3.4 The customer shall appoint a person to fulfil the customer's obligations in accordance with these terms and conditions.

3.5 The customer must ensure that the agreed number of persons is not exceeded when using the rooms/spaces and rooms for accommodation.

3.6 Changes to the rooms or areas provided, changes to escape route and seating plans as well as superstructures and installations may only be made with the written consent of the DFB and after any necessary official authorisations have been obtained. All deviating changes by the customer must be agreed with the DFB at least two weeks



before the respective use. The duration, costs and risk of the authorisation procedure and any necessary building inspections shall be borne in full by the customer.

**3.7** Insofar as the customer is not granted exclusive use of the entire DFB-Campus, the customer does not have the right to exclusive use of entrances/exits, foyer areas, functional areas such as toilets or outdoor areas. The customer must tolerate the joint use of these areas of DFB campus by other customers, their visitors and by the DFB. If several events take place in the venue at the same time, each customer must behave in such a way that there is as little mutual disturbance as possible. The customer has no contractual entitlement to restrict the use of another customer.

**3.8** The time periods for loading and unloading in the delivery zones as well as the regulations for entry and exit must be agreed with the DFB.

**3.9** The customer undertakes to return the premises, areas and rooms in a proper condition on departure. Any damage or loss must be compensated by the customer if this goes beyond normal wear and tear.

#### **4. DFB obligations**

**4.1** The DFB shall make the rooms/spaces available to the customer in proper condition at the agreed time. Rooms for accommodation are available to the customer from 15:00 on the day of arrival.

**4.2** The DFB shall provide the agreed services exclusively on its own responsibility and according to its own plans. It shall be responsible for the supervision, management and control of the employees it deploys.

#### **5. Transfer of rooms and areas, rooms for accommodation to third parties**

The customer is not permitted to transfer the rooms/spaces and rooms to third parties for accommodation purposes.

#### **6. Gastronomy, Catering**

**6.1** The management of the DFB-Campus in the area of gastronomy/catering shall be carried out exclusively by the DFB or by the contractors appointed by the DFB to a previously agreed extent. The customer is not authorised to carry out these services himself or have them carried out by third parties commissioned by him.

**6.2** The customer shall clarify any food intolerances or other particularities regarding the catering with the DFB. For this purpose, the DFB shall request notification of special recommendations for the catering. If the DFB incurs additional costs due to the observance of these special recommendations, the DFB shall invoice the customer for the additional costs.

**6.3** The DFB or its appointed contractors undertake to provide information on the allergens contained in the food and beverages offered in accordance with the statutory provisions as far as possible at the guest's request. This information shall be provided in writing. The customer is responsible for obtaining information about the ingredients of food and beverages before consuming them.

6.4 The DFB and its appointed contractors shall not be liable for damages incurred by the guest due to food intolerances or allergies, provided that they have fulfilled their duty to inform in accordance with 6.3 and the customer has not provided written notification of their intolerances or allergies. This exclusion does not apply to damage caused by gross negligence or intent on the part of the DFB or the catering company used.

## 7. Period

7.1 The respective use of rooms/spaces and the rooms for accommodation shall commence at the agreed time and shall end automatically as soon as the use has ended and all consideration/costs have been paid by the customer, without a declaration by either party being required for the termination.

7.2 The agreed service begins at the agreed time and ends automatically when the service has been provided and all consideration/costs have been paid by the customer, without a declaration by either party being required for termination.

## 8 Due date, payment terms

8.1 All prices are subject to value added tax at the statutory rate.

8.2 Payments are due after the respective service has been rendered and a proper invoice has been issued.

## 9. Data protection

9.1 The DFB provides the customer with the agreed rooms/spaces, rooms for accommodation and provides the agreed services ("business purpose"). In order to fulfil this agreed business purpose, the personal data transmitted by the customer to the DFB shall also be processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Additional information can be found in DFB's **Data protection declaration**.

9.2 Service providers for event-related services shall receive personal data of the customer from the DFB for the provision of their services, insofar as this is necessary for the execution of the contract. In addition, the DFB uses the customer's data for mutual information and communication before, during and after an event as well as for its own event-related services.

9.3 Personal data of the customer, his contact persons authorised to make decisions may also be transmitted to the responsible bodies/authorities, in particular the police, the fire brigade, the public order office and the medical and rescue service, in order to coordinate the respective security concept for the event. If a background check of the personnel deployed at the event is to be carried out by security authorities, this requires the express consent of the person concerned. If the DFB does not receive the data directly from the person concerned, the DFB shall require the transmitting organisation to provide a data protection guarantee declaration with regard to the existence of the consent of the person concerned.



## 10. Advertising

**10.1** Advertising measures on the grounds of the DFB-Campus require the consent of the DFB. The DFB is authorised to draw attention to the event in the DFB event calendar and on the internet.

**10.2** The DFB's name and logos may only be used in consultation with and with the prior consent of the DFB.

## 11 Royalties (GEMA, GVL fees)

**11.1** The timely registration and payment of fees for the performance or reproduction of works protected by neighbouring rights with GEMA (Gesellschaft für die musikalische Aufführungs- und mechanische Vervielfältigungsrechte) or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) are the sole responsibility of the customer.

**11.2** The DFB may demand written proof of registration of the event with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of the fees to GEMA/GVL from the customer.

## 12. Productions (sound recordings, sound/image recordings and other recordings)

**12.1** Sound recordings, sound/image recordings, image recordings and other recordings (e.g. drone flights) and transmissions by the customer on the DFB campus require the consent of the DFB and all parties entitled to copyright and ancillary copyright.

**12.2** The DFB has the right to make or have made image/sound recordings and drawings of event procedures or exhibited or used objects on the DFB Campus for the purpose of documentation or for its own publications (dfb.de, social media channels, etc.).

## 13. Lan/W-Lan usage

**13.1** The customer is not authorised to set up its own wireless networks, W-LAN networks or to put W-LAN access points into operation. If it is essential for an event that the customer's own networks are used, written authorisation must be obtained from the DFB. If networks are put into operation without authorisation, they may be taken out of service without prior notice. The right to assert claims for damages due to disruptions to the in-house network infrastructure remains reserved.

**13.2** Customers who use the DFB-LAN or W-LAN on the DFB-Campus are responsible for ensuring that no improper use is made, in particular through the infringement of copyrights, the distribution or downloading of protected or prohibited content or by visiting websites with criminally relevant content. If claims are made against the DFB for offences committed by the customer, the DFB shall be indemnified by the customer against all claims, including any legal costs.

## 14. Liability

**14.1** The customer is liable for all personal injury or damage to property caused by him, persons attributable to the customer or his guests during the stay on the DFB-Campus. This includes in particular damage to the premises, the inventory and third parties. The

customer undertakes to reimburse the DFB for all costs incurred as a result of such damage.

**14.2** The DFB is liable for damage for which it is responsible arising from injury to life, limb or health. Additionally, the DFB is liable for other damage which is caused by a deliberate or grossly negligent infringement of duty by the DFB and for damages based upon a deliberate or negligent infringement of contractually typical duties. An infringement of duty by the DFB is equivalent to an infringement of duty by its legal representatives, employees or vicarious agents. Further claims for damages are excluded, unless otherwise stipulated in these GTC. The DFB is liable in accordance with the statutory provisions for items brought onto the premises. The claim expires if the customer does not notify the DFB immediately after becoming aware of the loss, destruction or damage of the item brought in. If the customer wishes to bring cash, securities and valuables with a value of more than EUR 800 or other items with a value of more than EUR 3,500 into the rooms of the DFB-Campus, this requires a separate written agreement with the DFB.

**14.3** In connection with the performance of the contract, the customer guarantees the fulfilment of all statutory, official, social law and trade association obligations as well as any technical specifications, fire protection measures and the obtaining of permits and certifications for materials, equipment and working methods used.

**14.4** The customer must ensure comprehensive insurance cover for persons and property that may be exposed to risk as a result of the customer's actions and omissions.

**14.5** All claims against the DFB shall generally become time-barred within one year from the start of the statutory limitation period. This does not apply to claims for damages or other claims arising from injury to life, limb or health and/or due to a grossly negligent or deliberate breach of duty by the DFB.

## **15. Termination/cancellation**

**15.1** The customer may duly terminate/cancel the contract of use/service contract/accommodation contract. The termination/cancellation must be received by the DFB in writing (also possible by e-mail) at least 4 weeks before the agreed use/service/accommodation.

**15.2** If the termination/cancellation is not made at least 4 weeks before the agreed use/service/accommodation, the customer is obliged to pay a cancellation fee, which is calculated as follows:

- 25% of the total price in the event of cancellation between 41 and 15 days before the planned use/service/accommodation,
- 50% of the total price in the event of cancellation between 14 and 10 days before the planned use/service/accommodation,
- 70% of the total price in the event of cancellation between 9 and 6 days before the planned use/service/accommodation,



- 100% of the total price less than 6 days before the planned use/service/accommodation.

The aforementioned cancellation fees shall apply accordingly to a partial cancellation of individual rooms for accommodation. With the payment of the cancellation fee, all claims of the DFB as a result of a termination/cancellation are settled.

**15.3** The DFB may withdraw from the contract of use/service contract and/or accommodation contract up to four weeks before the agreed use/service at the latest if the rooms/spaces are urgently required for its own purposes and the need was not foreseeable when the contract was concluded. In this case, the customer may not assert any claims for damages if this is presented to the customer in a comprehensible and justified manner.

**15.4** The parties are entitled to terminate the contract of use/service contract/accommodation contract without notice for good cause. Good cause shall be deemed to exist in particular if the other party is in material breach of its contractual obligations; in particular if the customer organises or is likely to organise an event/use other than that agreed. A cancellation fee is not payable in this case.

## **16. Force majeure**

**16.1** Insofar as a party is prevented from providing its services due to force majeure, it shall be released from its obligation to perform and shall lose its claim to consideration. In this case, the parties shall negotiate the adjustment of the performance obligations taking into account the force majeure. In the event of force majeure, neither party shall be obliged to pay compensation.

**16.2** Force majeure ("Force Majeure") shall include impeding events that are outside the sphere of influence of the parties, for which neither party is responsible and/or culpable, which were not foreseeable and/or expectable at the time the contract was concluded and the occurrence of which cannot be averted even if the utmost care is taken. These include, in particular, natural events, acts of government, physical disruptions, epidemics (in particular pandemics), war, riots, civil war and labour disputes.

**16.2** The party affected by the circumstances is obliged to notify the other party immediately upon the occurrence of force majeure and to provide suitable evidence.

## **17. Secrecy**

**17.1** The customer shall use all documents, information and data that it receives in the course of performing the agreed services and that are designated as confidential only in the context of the agreed services.

**17.2** As long as and insofar as they have not become generally known, the customer shall treat the aforementioned documents and information confidentially vis-à-vis third parties not involved in the implementation of the agreement. These obligations shall remain in force even after termination of the agreement.

## **18. Final provisions**



**18.1** Acceptance of the offer made by the DFB must be in written form. Written form means the submission of declarations by means of a handwritten signature on the relevant document,

- whereby the electronic transmission of the personally signed declaration (e.g. e-mail to send a scan of the personally signed document) is sufficient;
- or electronic data linked to the document in question by established e-signature software and used by the signatory (electronic signatures within the meaning of Art. 3 No. 10-12 eIDAS Regulation, logged/certified by means of established e-signature software)
- as well as combinations of the above types of written form within the same transaction.

**18.2** Should individual provisions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. Any invalid or unenforceable provision shall be replaced by a valid or enforceable provision that corresponds to the interests of the customer and DFB or at least comes as close as possible to them. The same shall apply in the event of a loophole.

**18.3** German law shall apply. Frankfurt am Main shall be the exclusive place of jurisdiction for all legal disputes, insofar as this is permissible.



DEUTSCHER FUSSBALL-BUND

## Annex 1 - DFB-Campus (rooms and areas)

Anlage 1

### NUTZUNGSPLAN RÄUME/FLÄCHEN AUF DEM DFB-CAMPUS

