

Stadium Regulations

Bayer 04 Leverkusen Fußball GmbH, exercising its house and organisational rights as owner and user, issues the following usage regulations:

§ 1 Scope of application

[1] These regulations serve to regulate the use and ensure the safety of the Stadium of Bayer 04 Leverkusen Fußball GmbH (‘Bayer 04’), the BayArena, along with the related facilities (collectively ‘Stadium’) as well as in the area of the fenced-in grounds between Bismarckstraße, the Stelzenautobahn and the Dhünn in Leverkusen (collectively ‘Stadium Grounds’).

[2] The binding effect of these Stadium Regulations shall arise upon entry to the Stadium Grounds, at the latest upon entry to the Stadium. Upon entry, each visitor acknowledges the currently valid version of the Stadium Regulations and accepts them as binding.

§ 2 Dedication

The Stadium is primarily used for the staging of football matches. In addition, large-scale events of a transregional or representative nature of a non-sporting nature may also be permitted and held.

§ 3 Admission and stay

[1] Should an event take place in the Stadium, access and stay in the spectator area shall only be permitted to those persons who are carrying a valid ticket or other authorization document or who can prove their authorization to stay for this event by other means.

[2] The legal relationship between Bayer 04 and a visitor holding a ticket (‘Ticket Holder’) shall be governed by the General Ticket Terms and Conditions of Bayer 04 (‘GTCTB’), which are included in the ticket purchase and can be accessed at https://ticketshop.bayer04.de/ at any time.

Within the scope of the ticket purchase, each Ticket Holder acknowledges the GTCTB and accepts them as binding for them. The GTCTB shall apply irrespective of the effectiveness of these Stadium Regulations. Accordingly, only those persons who have purchased a Ticket as a customer of Bayer 04 or an authorised sales outlet or within the scope of a permissible transfer pursuant to Section 9.3 of the GTCTB and who, if applicable, meet further applicable admission requirements (e.g., pursuant to Section 10.5 of the ATGB) shall be entitled to admission by means of a Ticket.

[3] Adolescents under the age of 14 are only permitted to enter the Stadium if accompanied by a person of full age who is responsible for their supervision.

[4] Each spectator must take the seat in the Stadium indicated on his ticket or for which their ticket is valid. Notwithstanding the aforesaid, they shall take an alternative seat upon the instruction of Bayer 04 or the security personnel (‘KSD’) if this is necessary for a compelling factual reason (e.g., safety aspects).

[5] Blocks C, SC, D, SD, E and SE as well as other individually designated blocks of the Stadium are the home area of the fans of Bayer 04 (‘Home Area’). In the Home Area and other designated areas of the Stadium, visibility may be obstructed, in particular by the waving of flags. Complaints or claims for compensation due to these restrictions are hereby excluded. Since Bayer 04 is obligated to separate fans of opposing teams for safety reasons, fans of the respective visiting club or persons who may be perceived as fans of the visiting club on account of their behaviour or outward appearance (‘guest fans’) are not permitted to enter and/or remain in the Home Area of the Stadium for safety reasons. Bayer 04, the police and KSD are entitled to deny guest fans, even if they are in possession of a valid ticket, access to the Home Area or a block directly adjacent thereto and/or to expel such persons from the Home Area or a block directly adjacent thereto and, if there is still sufficient space available, to move them to the guest area of the Stadium. If no other suitable space can be offered, the person concerned may be expelled from the Stadium or denied access to the Stadium; in this case, there is no entitlement to compensation.

[6] Special instructions issued by Bayer 04 shall apply to the stay in the Stadium on days when no events are taking place.

4 Admission controls

[1] Upon entering the Bayer 04 Stadium, each visitor is required to show their ticket or authorisation card to the police or the KSD and to hand it over for inspection upon request. The KSD is entitled to verify the identity of visitors by inspecting a suitable official identification document (identity card, passport, registration certificate, etc.). To prove their identity, visitors must therefore carry a suitable official identification document (identity card, passport, registration certificate, etc.) with them and present it at any time on request by Bayer 04 and/or the KSD.

[2] The KSD is entitled to search persons – also by using technical aids – to determine whether they pose a security risk due to alcohol or drug consumption or because they are carrying weapons or dangerous or pyrotechnic objects. The search also extends to items carried and can only take place with the consent of the person concerned. Separate rooms are available for searches, if necessary.

5 Loss and/or refusal of the right of access

The right to enter the Stadium may be lost or refused if

a) the visitor refuses to submit to a reasonable check or search by the KSD of their person and/or items carried prior to entering the perimeter area, at the entrance and/or inside the Stadium; and/or

b) a Ticket Holder has already entered and subsequently exited the perimeter area of the Stadium once within the framework of the same event, in which case the Ticket shall lose its validity; and/or

c) the individualisation features printed on the tickets (e.g., name imprint, bar code and/or QR code, serial number, etc.) are manipulated, rendered unrecognisable and/or damaged or an access attempt has already been made with the ticket, insofar as Bayer 04 is not responsible for this; and/or

d) a Ticket Holder is not personally identical with the customer who is duly stored as a customer of Bayer 04 and noted on the ticket via the individualisation features, unless a case of permissible transfer pursuant to Section 9.3 of the ATGB exists. In the event of a justified refusal of access, the visitor or the Ticket Holder shall have no claim to compensation.

§ 6 Special entry terms and conditions

For good cause, e.g., due to health and safety measures prescribed by the club, the authorities or the law, or in the context of a (partial) exclusion of spectators, Bayer 04 shall be entitled (and, if applicable, obligated) to stipulate special conditions of admission within the framework of data protection law and to enforce compliance therewith:

a) Bayer 04 is entitled to make certain requirements and/or proof a condition for admission to the Stadium (e.g., proof of health or vaccination status; mask requirement) and to have the visitor present this proof in the way of an admission requirement immediately before admission to or during his stay in the Stadium and to check compliance with the specified requirements. If the visitor is unable to comply with the relevant requirements, Bayer 04 may refuse admission to the Stadium without compensation or expel the visitor from the Stadium.

b) Bayer 04 is entitled to set up specific access time windows for certain visitors. In this case, the respective visitor shall be obligated to comply with the corresponding specifications. In the event of intentional or negligent non-compliance, the visitor may be denied access to the Stadium outside the specified time window without compensation.

c) Bayer 04 is entitled to subject access to and stay in the Stadium to supplementary rules, regulations and requirements (e.g., provision of further personal data). The applicable rules, regulations and requirements will be made available to the visitors in due time and must be observed by all visitors. Corresponding instructions from Bayer 04, the police and/or the KSD must be complied with. If visitors cannot or do not wish to comply with the relevant requirements, Bayer 04 may refuse admission to the Stadium without compensation or expel visitors from the Stadium.

§ 7 Requirement to provide information and risk of infection

Every visitor is required to inform themselves in good time in advance of an event in the Stadium about possible postponements, spectator exclusions and applicable protection and hygiene regulations. The latest information in this regard can be found at https://ticketshop.bayer04.de/. Each visitor also acknowledges that - despite any health and safety measures that may have been taken - they may become infected with (viral) diseases while attending an event organised by Bayer 04. By attending an event, the visitor knowingly accepts this risk.

§ 8 Re-seating

The visitor or Ticket Holder acknowledges that Bayer 04 is entitled for good cause, e.g. due to health and safety measures prescribed by the club, the authorities or the law and requirements to maintain distance areas, e.g., in the context of pandemic control, to assign the visitor or Ticket Holder seats in the same or a higher category that deviate from the seats ordered; the assignment of a seat in a lower price category is excluded or a corresponding partial refund will be made. In such a case of re-seating, the visitor or Ticket Holder shall have no right of withdrawal or any further claim for compensation.

§ 9 Video surveillance

In order to ensure Stadium security and to support the work of the law enforcement authorities, the Stadium and, in part, the Stadium Grounds are subject to video surveillance in accordance with Art. 6 [1] p. 1 f) DSGVO in conjunction with § 4 BDSG. In addition, the public order and law enforcement authorities also use video surveillance systems on match days under their own responsibility to avert danger and prosecute offenders in accordance with the legal provisions applicable in this respect (e.g., NRW Police Act and StPO). Corresponding recordings generated by means of a video surveillance system shall be treated confidentially by Bayer 04, but may serve as evidence in particular in the event of suspicion of and/or the occurrence of criminal acts.

The same shall apply with regard to image and sound recordings made pursuant to § 14, which are transmitted by Bayer 04 or third parties authorised by Bayer 04 or the respective responsible association to authorities or courts for these purposes upon corresponding request pursuant to Art. 6 para. 1 sentence 1 c) or f) DSGVO. If an event recorded by means of video surveillance equipment is uneventful, the recordings will be deleted in accordance with the applicable provisions of data protection law, in particular the DSGVO and the BDSG.

§ 10 Conduct in the Stadium

[1] Within the Stadium Grounds, every visitor must behave in such a way that no other person is harmed, endangered or – no more than is unavoidable under the circumstances – obstructed or harassed.

[2] Bayer 04 stands for a liberal, tolerant soccer culture and therefore expressly opposes discrimination against third parties on the basis of race, gender, language, ethnic origin, religion or ideology, age, disability or sexual identity.

[3] Bayer 04 or third parties commissioned by Bayer 04 are entitled to exercise domiciliary rights on the Stadium premises and in particular in the Stadium at any time.

The instructions of Bayer 04, the police and KSD in the run-up to, during and immediately following an event must always be complied with.

[4] All entrances, exits and escape routes must be kept clear at all times.

[5] Notwithstanding these Stadium Regulations, further orders may be issued as necessary in individual cases to prevent or eliminate dangers to life, health or property.

The instructions issued for this purpose by the persons named in § 4 Paragraph 1. are to be followed.

§ 11 Improper conduct in the Stadium

In the event of one or more violations by visitors of the rules of conduct listed below, Bayer 04, the police and/or KSD are entitled to

- confiscate prohibited items brought by visitors without compensation, and/or

- to refuse visitors access to the Stadium area without compensation and/or to expel them from the Stadium.

a) It is prohibited to enter the playing field and/or to climb or pass through barriers or the enclosure of the Stadium interior without the appropriate permission.

b) It is prohibited to be under the influence of alcohol or drugs and/or to be masked, to behave violently or in any other way contrary to public order or to arouse the concern of such behaviour.

c) It is prohibited to carry and/or use the following items: Weapons, objects that can be used as weapons or projectiles, corrosive and highly flammable substances, bottles of any material, cans or other containers made of fragile, splintering or particularly hard material, flares, fireworks, smoke candles and/or powder, Bengal fires and all other pyrotechnic objects and substances or mixtures of substances of any kind whatsoever, laser pointers, bulky objects, beverages not purchased in the Stadium (exception: non-alcoholic beverages in beverage cartons with a maximum capacity of 500 ml), illegal drugs, items of clothing obviously carried for the purpose of disguise, animals, as well as other objects that are likely to endanger or unreasonably impair safety in and around the Stadium, other visitors, players and/or officials.

d) It is prohibited to carry and/or use the following items: Racist, xenophobic and/or radical right-wing or left-wing propaganda materials or items of clothing (in particular also clothing from the company ‘Thor Steinar’), political or religious items of any kind, including banners, signs, symbols and flyers, if there is reason to believe that these will be displayed inappropriately in the Stadium. Irrespective of the objects carried, the utterance or dissemination of inhuman, racist, xenophobic, politically extremist, obscenely offensive, provocatively insulting and/or left-wing or right-wing radical slogans as well as corresponding actions in the entire area of the Stadium are prohibited.

e) It is prohibited to defecate outside the toilets and to contaminate the Stadium Grounds in any other way, in particular by throwing away objects; to operate one’s own WLAN transmitters on the Stadium Grounds; to carry out collections of any kind; and to smoke inside the Stadium, in particular in the stands and the Bayer 04 VIP areas.

f) Staying in the Stadium for the purpose of media coverage of the event (television, radio, internet, print, photo) and/or the collection of match data is only permitted with the prior consent of Bayer 04 and in the areas specifically designated for such purposes. Without the prior consent of Bayer 04, it is not permitted to record, collect or distribute sounds, photos and/or images, descriptions or results or data of the event live or time-delayed, unless this is done exclusively for private, non-commercial use. Any commercial use, by whatever means and by whomever, requires the prior consent of Bayer 04 and in the areas specifically designated for these purposes. Without the prior consent of Bayer 04, it is not permitted to record, collect or distribute sounds, photos and/or images, descriptions or results or data of the event live or time-delayed, unless this is done exclusively for private, non-commercial use. Any commercial use, by whatever means and by whomever, requires the prior written consent of Bayer 04.

In any case, it is prohibited to transmit and/or publicly distribute image, sound and/or video recordings, in whole or in part, live or time-delayed, via the Internet and/or other media (including mobile devices, such as smartphones, tablets) and/or to assist other persons in such activities. Devices or equipment that can be used for such activities as intended may not be brought into the Stadium without the prior consent of Bayer 04 or third parties authorised by Bayer 04.

g) Actions that may lead to a direct or indirect commercial association with Bayer 04, DFL Deutsche Fußball Liga e.V. (‘DFL e.V.’), DFL Deutsche Fußball Liga GmbH (‘DFL GmbH’), Deutscher Fußball Bund e.V. (‘DFB’), the Event or any part thereof are prohibited throughout the Stadium without the prior written consent of Bayer 04 or third parties authorised by Bayer 04.

In particular, it is prohibited in the area of the Stadium to

i) create or attempt to create such an association through the unauthorised use of trademarks, logos or other identifiers or otherwise;

ii) purposefully engage in commercial solicitation of any kind, such as distributing advertising brochures or other written information pertaining to any business, thing or service;

(iii) offer, sell or carry with intent to sell any beverage, food, souvenir, clothing or other item or (service);

h) Notwithstanding the above regulations, the following items may only be carried in the Stadium with the prior consent of Bayer 04: flagpoles and banners longer than 1.5 m and/or larger than 3 cm in diameter, double holders, banners, banners and flags with an area of more than 2 square meters, mechanically or electrically operated noise instruments and/or devices for amplifying noise and/or speech.

§ 12 Stadium bans

In the event of serious violations of the regulations in § 11, acts pursuant to §§ 3, 27 VersG, participation in incident-related criminal acts and/or acts of violence inside or outside the Stadium, a stadium ban limited to the Stadium may be imposed in addition to the direct sanctions pursuant to § 11, and in particularly serious cases a stadium ban effective throughout Germany may also be imposed.

In this respect, the DFB Guideline on the Uniform Handling of Stadium Bans, as amended from time to time, shall apply (https://www.dfb.de/verbandsservice/pinwand/stadionverbots-richtlinien/).

The ban will be communicated to the persons concerned in writing. The processing of personal data in connection with stadium bans is always carried out in compliance with the applicable provisions, in particular the DS-GVO and BDSG. In addition, the DFB shall, acting on its own authority, transmit persons affected by a stadium ban accordingly to UEFA and/or FIFA in accordance with Section 9 [4] of the DFB Guidelines on the Uniform Treatment of Stadium Bans. Bayer 04 reserves the right to forward data of visitors to the DFB and/or UEFA upon request (cf. UEFA Security Regulations) for the enforcement of stadium bans pursuant to Art. 6 para. 1 p. 1 e) of the German Data Protection Regulation (DSGVO), insofar as this should be necessary to ensure public safety and security in the stadium.

§ 13 Recourse

For violations of the regulations in § 11 by individual or several visitors, in particular for the lighting of Bengal fires and/or the use of other pyrotechnic objects and/or the throwing of objects and/or trespassing on the pitch, Bayer 04, and in the case of corresponding violations by fans of the visiting club also the visiting club, may be fined or otherwise sanctioned by the responsible associations. Bayer 04 or the host club shall be entitled to take full recourse against the responsible party(ies) demonstrably identified for this purpose with regard to the resulting damage, in accordance with the provisions of the supreme court rulings. In the event that several persons are responsible, they shall be jointly and severally liable pursuant to Section 421 of the German Civil Code (BGB), with the consequence that Bayer 04 or the host club may assert a claim against a demonstrably identified responsible person with respect to the entire damage resulting from the sanction for Bayer 04 or the host club, if there was a causal connection between the contributions of all responsible persons.

§ 14 Spectator recordings of the events

For the purpose of public reporting and promotion of the event concerned and the respective competition, Bayer 04 and the respective responsible association (UEFA, DFL e.V., DFL GmbH and/or DFB) or third parties commissioned or otherwise authorised by them in each case (e.g., radio, press) may independently make image and sound recordings in accordance with Art. 6 [1] sentence 1 f) DSGVO which may show the spectators of the event concerned. The legitimate interest of Bayer 04 or third parties commissioned or otherwise authorised by Bayer 04 in each case (e.g., radio, press) lies in the interest of also showing and exploiting the event concerned in the media. These image and sound recordings may be processed, utilised and publicly reproduced by Bayer 04 and the respective responsible association and the companies affiliated with them pursuant to Section 15 of the German Stock Corporation Act (AktG) as well as by third parties authorised by them in each case (e.g., radio, press) within the scope of the same legitimate interest. Details can be found under the linked data protection declaration of Bayer 04 under § 16.

§ 15 Liability

[1] The visit of the Stadium and the stay on the Stadium Grounds and in the S0tadium shall be at one’s own risk. Bayer 04, its legal representatives and/or vicarious agents are liable for damages, irrespective of the legal grounds, only in the event of intent or gross negligence or – then limited to the damage foreseeable at the time of the conclusion of the contract and typical for the contract – in the event of a breach of material contractual obligations. Material contractual obligations are those whose fulfilment is essential to the proper execution of the contract, whose violation jeopardises the achievement of the purpose of the contract and on whose compliance the visitor or Ticket Holder regularly relies. This limitation of liability does not apply to claims for damages due to injury to life, limb or health or due to other legally mandatory liability.

[2] Bayer 04 shall not be liable for personal injury or property damage caused by other third parties.

[3] Accidents and damages shall be reported to Bayer 04 without delay.

§ 16 Data protection

The further data protection provisions, including the rights of visitors under the Data Protection Regulation (DSGVO) and the contact details of Bayer 04’s data protection officer, can be found in the data protection statement available at https://www.bayer04.de/de-de/page/datenschutzerklaerung. With regard to the creation and dissemination of image and sound recordings of Bayer 04’s events pursuant to § 14 as well as the disclosure of data of visitors or Ticket Holders to ensure safety in the Stadium, reference is additionally made to the data protection declaration of the respective responsible association, for the DFL e.V. to https://www.dfl.de/de/datenschutz/ and for the DFB to https://www.dfb.de/datenschutzerklaerung/ as well as UEFA to https://de.uefa.com/privacypolicy/.

§ Section 17 Choice of law, Place of jurisdiction

[1] The mandatory legal provisions of the country in which the visitor usually resides shall apply. In all other respects, German law shall apply.

[2] The place of jurisdiction for all disputes arising from or in connection with these Stadium Regulations and/or their validity shall be – to the extent permissible – Leverkusen.

Bayer 04 Leverkusen Fußball GmbH

Management

(As of July 2022)

