

HOUSE REGULATIONS **for the “O₂ World” Berlin**

Upon entering the area of applicability of the House Regulations, all visitors of the facility acknowledge that these shall apply to their conduct.

1. Area of Applicability

- 1.1 The House Regulations, as may be modified and amended from time to time, apply for the entire Arena site, this being the “O₂ World” (referred to hereinbelow as the “**Arena**”) including all accessways as well as external areas, open spaces and parking areas (referred to hereinbelow as the “**Facility**”). The House Regulations apply both on all event days as well as on all other days for all employees of 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 Facility.
- 1.2 Any violations of the stipulations of the present House Regulations may result in that person 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 Regulations

The House Regulations pursue the objective of

- Preventing persons and objects from being placed at risk or damaged;
- Ensuring that events can take place without any disruptions;
- Protecting the Arena 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 entire Facility. During events, this right shall be exercised by the Operator and / or the security staff contracted by the Operator.

4. Access by Visitors to the Event and Their Presence in the Arena

- 4.1 Visitors will be permitted access to the Arena 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 Arena, all Visitors must have their tickets with them and show them, should the Operator or the security staff so demand, to be inspected. Accreditation documents must be worn visibly at all times. The validity and usability of the ticket is governed the General Terms and Conditions for the acquisition of tickets in place with the respective event organizers.
- 4.2 Visitors found in the Arena 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 Arena, their tickets will lose their validity, unless they were given a corresponding “Re-Entry-Ticket” enabling their return, which in conjunction with their original entrance ticket will allow them to re-enter the Arena, or unless the Visitors were registered at their leaving the Arena in the electronic access control system and were authorized to re-enter.

- 4.4 The security 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 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 in to 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 Arena only if they are accompanied by a parent or guardian (as stipulated by the *Jugendschutzgesetz*, JuSchG, Law on the Protection of Youth in Public Places). Parents and guardians are to comply with their supervision obligation.
- 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 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,

will not be granted access to the Arena, 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 Facility are prohibited from carrying any of the following objects:

- Weapons of any kind;
- Objects that could be used as weapons or as a projectile;
- Gas spraying cans, acid substances or coloring substances, or pressure containers for flammable or hazardous gases, to the exclusion of usual pocket lighters;
- Glass containers, bottles, cans, plastic canisters, hard packages or other objects made of glass or any other breakable, brittle or particularly hard material;
- Pyrotechnical material such as firecrackers, Bengal lights, smoke bombs, smoke powder, flares, sparklers etc.;
- Fire-hazardous objects, rods, sticks (to the exception of those carried by the walking impaired showing documents identifying them as disabled), etc.;
- Mechanically or electrically operated noise instruments (such as bullhorns, gas-operated portable alarm horns)

- Written documents, posters and other objects serving to demonstrate any type of opinion (such as racist, xenophobic, radical right-wing, national socialist or any other type of political propaganda material);
- Bulky objects such as ladders, stools, (folding) chairs, boxes, suitcases, large bags, backpacks, strollers;
- Laser pointers, whistles;
- Flag poles or poles for banners of any other material than wood or longer than 1 m, or the circumference of which is greater than 1.5 cm. Any flags or banners brought into the Facility or admitted to it must be made of a material classified as having “low flammability”;
- Large-size banners (maximum size of 1.0 m²), 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 patrons who must consume specific foods and beverages due to a certain illness and who submit a corresponding certificate from a physician or a similar document identifying as suffering from such ailment. Likewise, baby food for infants and toddlers is also excluded from this prohibition.
- Animals of any kind.

6.2 Upon corresponding agreement being reached with the police and the event organizer, individual visitors of 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.

6.3 Outer wear, umbrellas, bags and such like may not be brought along into the seats or standing room spaces and must be checked at the coat check.

7. Conduct

7.1 All Visitors are under obligation to assist and cooperate, in particular if the Arena is vacated or evacuated.

7.2 All Visitors are to conduct themselves such that no other party suffers damages, 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 staff, and in particular those of the police, the fire department and the event organizer. Any announcements made by the Arena 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 accessways. 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 staff or the police issue corresponding instructions.

7.4 Any and all objects found in the Facility are to be submitted to the Information Desk (Trouble Counter or Guest Service).

7.5 Should any person suffer injuries or should any objects be damaged, the Operator or security 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 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 restrictions.

8. Prohibited Conduct

8.1 It is prohibited:

- To enter the inner area of the bowl and the playing field;
- 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 facades, 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 Arena;
- 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 general access authorization does not apply;
- To throw objects of any kind or to spill liquids of any kind;
- To light or shoot fires, 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 letter structural facilities, furnishings or pathways, to paint them or to glue paper or objects on them or to install any other objects in 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 Bringing video and audio recording equipment into the Arena and using it is prohibited; this also applies to photo and film cameras.

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, 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 Operator become aware of this having been done, the 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, 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 Regulations

The Operator and the security staff it deploys shall ensure, at their discretion and in compliance with the respectively valid stipulations of the law, that the House Regulations 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 of 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 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 Visitors enter 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.
- 11.2 The liability of the Operator and the persons it employs in the performance of its obligations (*Erfüllungsgehilfe*) as well as its vicarious agents (*Verrichtungsgehilfen*) or, respectively, the liability of the event organizer shall be limited to intentional acts and gross negligence, to the exception of personal injuries and the cases provided for under law.
- 11.3 The liability of the Operator or of the respective event organizer is restricted, except for damages to life, limb or health or other damages in the event of intentional or grossly negligent actions, to the compensation of the foreseeable damage that is typical for the contract.
- 11.4 The Operator shall not be liable for the loss of objects unless this is the result of culpable actions by its staff.
- 11.5 The Visitors shall be liable in accordance with the applicable statutory regulations. Parents shall be held liable for their children.
- 11.6 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 or the persons it employs in the performance of its obligations (*Erfüllungsgehilfe*) can be charged with having acted intentionally or grossly negligently.
- 11.7 Any written agreements deviating from the above provisions that may be made between a Visitor and the Operator as individual agreements shall take precedence before the above provisions.
- 11.8 The Operator shall be notified immediately of any accidents or damages.

12. Final Clauses

- 12.1 The present House Regulations shall enter into force on the day on which the Facility is taken into operation.

- 12.2 The present House Regulations 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 Regulations shall replace each older version and shall thus render the previous version obsolete.
- 12.3 The present House Regulations have been displayed to the public at the entrance to the Arena.

Berlin, September of 2008

Anschutz Entertainment Group Operations GmbH