

GENERAL TERMS AND CONDITIONS (AGBs) BMW INTERNATIONAL OPEN TICKET SHOP

Position at June 06, 2024

1. CONTRACTING PARTIES AND SCOPE OF APPLICATION

The organizer of the BMW International Open is Bayerische Motoren Werke Aktiengesellschaft (Petuelring 130, 80788 Munich), entered in the Commercial Register of Munich Registration Court under HRB 42243 with the VAT registration number DE129273398 (hereinafter called "the organizer").

BMW AG is legally represented by the Board of Management (Oliver Zipse, Chairman, Jochen Goller, Ilka Horstmeier, Walter Mertl, Milan Nedeljković, Joachim Post, Frank Weber). The Chairman of the Supervisory Board is Norbert Reithofer (as of June 06, 2024).

Ranzinger & Stamml GmbH shall be entitled to conclude contracts relating to the purchase of admission tickets with end customers within the framework of ticket marketing in its own name and for its own account. However, we shall also be entitled to use subagents and issue them with sub-powers of attorney to sell tickets for the BMW International Open. Ranzinger & Stamml GmbH itself is not an event organizer and does not offer any events itself.

Legal relationships shall only come about between the customer and the organizer through the purchase of an admission ticket for the purpose of attending the event. The event shall be implemented by the organizer on its own responsibility. The organizer shall therefore also have sole and exclusive responsibility to organize and stage the event. With regard to the relationships between the customer and the organizer on account of the purchase of admission tickets for the event, the organizer may use its own General Terms and Conditions which the customer shall observe if necessary. In particular, the particular organizer may make access to and attendance at the event dependent on prior acceptance of its General Terms and Conditions by the customer.

The company mtms Solutions GmbH, Nordstrasse 4, A-5301 Eugendorf, a subagent of Ranzinger & Stamml GmbH, shall be authorized and entitled as an online ticket shop operator to broker purchase contracts relating to admission tickets between Ranzinger & Stamml GmbH and end customers. mtms shall therefore also be entitled and authorized in this respect to conclude and process purchase contracts for Ranzinger & Stamml GmbH, and especially to place orders for admission tickets and handle payments. However, mtms itself is also not an event organiser.

2. COMING ABOUT AND PERFORMANCE OF THE CONTRACT

The customer shall select admission tickets for the BMW International Open via the menu item "Tickets" in the Ticket Shop. In the area "Select number" the customer shall select the required number of tickets for his requested category and add them to the Shopping Basket by clicking on the adjacent shopping basket symbol. Once the customer has made his selection, clicking the box "Shopping Basket" below brings him to the Shopping Basket where he can recheck and, if necessary, change his ticket selection and their number. The order process shall be continued by clicking the "Continue to payment" box.

After adding other order information, the customer shall then make a binding offer to conclude a purchase contract relating to the selected admission ticket(s) by clicking on the box 'Place order and pay'. Before sending the order, the customer can read, check and change his information at any time. The customer may only make an offer if he has accepted these General Terms and Conditions and the Data Protection

Regulations by ticking the box 'I accept the General Sales Conditions for the purchase of tickets. I also accept the General Terms and Conditions of Ranzinger & Stamml GmbH'.

Restrictions may apply regarding the permitted order number per event, per price category, per order or per customer. However, these restrictions shall be shown each time to the customer when he places his order.

If the required order can be executed as requested, mtms shall send the customer an invoice number in a separate confirmation e-mail on behalf of Ranzinger & Stamml GmbH. mtms shall only accept the customer's contract offer in the name and on behalf of Ranzinger & Stamml GmbH after the customer has received this invoice number. A binding contract shall come about between the customer and Ranzinger & Stamml GmbH. The customer shall therefore purchase admission tickets in his own name and for his own account.

Access to the event shall be subject to prior payment of the purchase price to mtms (advance payment, PayPal, immediate transfer), prior surrender of the promise of payment by the credit card company to mtms (credit card) or through prior successful debiting of the account by mtms (SEPA direct debit). If payment is not received by mtms before the date of validity of the purchased access authorization (ticket), the ticket shall no longer be valid for access to the event and shall be blocked.

If the customer has purchased reduced tickets or free tickets, they shall each be subject to certain conditions for free use as shown in the Ticket Shop (age, school pupil, student, person accompanying disabled people, disabled people). The corresponding evidence in these cases shall be produced when accessing the event. Otherwise, the ticket shall cease to be valid and access to the event shall be denied.

General Terms and Conditions of the customer shall not apply, even if their validity is not separately disputed in an individual case.

The respective contracts shall be concluded in German. Information in English shall merely make their execution easier.

3. RIGHT OF WITHDRAWAL

A right of withdrawal shall not exist. For customers who are consumers within the meaning of § 13 of the German Civil Code (BGB), § 312g (2) Sentence 1 No. 9 of the German Civil Code excludes the right of withdrawal for contracts for services related to leisure activities if the contract provides for a specific date or a period of performance. Every order for admission tickets shall therefore be binding directly after receipt of the confirmation e-mail and shall obligate the customer to accept and pay for the ordered admission tickets.

4. TOTAL PURCHASE PRICE AND PAYMENT TERMS

All prices shown in the Ticket-Shop shall include the latest rate of VAT. Any postage costs, handling charges and any other fees shall be shown to the customer on the order form and shall be paid by the customer.

Depending on technical availabilities, payment shall be made by credit card (Visa, Mastercard, Amex), an immediate bank transfer, PayPal, direct debit, ApplePay, GooglePay or an advance payment.

The respective total price including all costs and fees shall become due for payment as soon as the contract has been concluded.

5. DISPATCH AND LOSS OF TICKETS, COMPLAINTS

After placing the order, the customer can download the tickets immediately. In addition, the customer will receive a confirmation e-mail from mtms to the electronic address (e-mail) provided by the buyer when placing the order. In this e-mail, the customer will find a link via which he can download his tickets at any time or place them in a suitable wallet app on his smartphone.

The option of 'postal dispatch' or picking up the tickets at the event shall not be available.

An incorrectly issued ticket shall be replaced by the dispatch partner. The customer shall be obliged to check the accuracy of the ticket which he receives in order to arrange, if necessary, a replacement delivery by the dispatch partner in good time before the start of the event.

6. LIABILITY AND WARRANTY

Liability for slight negligence shall be limited to the infringement of important contractual obligations, e.g. obligations which the purchase contract imposes on Ranzinger & Stamml with regard to its content or the fulfilment of which is essential for due execution of the purchase contract on whose fulfilment the customer may regularly depend. In the event of slightly negligent infringement of important contractual obligations, however, Ranzinger & Stamml's liability shall be limited to the amount of typically foreseeable damage.

This liability restriction shall not apply to damage which is caused through gross negligence or intentionally, nor to loss of life, physical injury or damage to health.

Ranzinger & Stamml shall not be liable for the accuracy and completeness of the information provided by the organizer in the Online Ticket Shop. This provision shall apply, in particular, but not exclusively to data and information relating to the event date, the event venue, viewing facilities, the event programme or the participants in the event.

The customer shall enter the tournament venue and watch the event at his own risk. Sole liability shall rest with the organizer.

7. RELOCATION, CANCELLATION OF THE EVENT

The organizer shall reserve the right to change the date and/or venue of the event or cancel it entirely for good cause (especially force majeure, strike, pandemic, official regulations).

It should be noted that Ranzinger & Stamml GmbH is not a contracting party in regard to the staging of the event and is under no obligation to provide the customer with information, especially regarding the cancellation or relocation of an event.

The information regarding the individual events, especially the venue, date and time, shall be provided by the organizer. Liability for the accuracy of the information published in the Ticket Shop may therefore only be accepted within the framework of liability according to Section 6.

The customer shall be obliged to obtain information about the event in good time, but at the latest on the day of the event, by ringing the tournament hotline (+49 (0)89 99929999), visiting the official website (www.bmw-golfsport.com), looking at social media channels (facebook/BMWGolfSport, Instagram/bmw_golfSport) or reading the daily press.

If the event is canceled, postponed or canceled due to force majeure, the ticket price will not be refunded.

If the event is moved to another location, the tickets shall remain valid for the alternative date. The customer shall be entitled to cancel his ticket in this case.

If the event is cancelled, all ticket purchases shall be cancelled automatically and the customer shall receive a full refund of the purchase price via the payment method selected during the purchase transaction.

8. BAN ON RESELLING ADMISSION TICKETS

Ranzinger & Stamml GmbH shall broker the sale of admission tickets solely to end customers. It shall not be permitted to resell admission tickets. In the event of infringements of the resale ban, Ranzinger & Stamml and the organizer shall reserve the right to block the admission ticket(s) in question.

9. FINAL PROVISIONS AND PLACE OF JURISDICTION

German law to the exclusion of the UN Convention on the International Sale of Goods (CISG) shall apply to the order and all legal disputes arising from the order and its execution.

Munich shall be the sole place of jurisdiction for all current and future claims arising from the business relationship with merchants, including cheques and bills of exchange. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode from Germany to another country after concluding the contract or his place of residence or habitual abode is not known at the time legal proceedings are commenced.

10. OUT-OF-COURT RESOLUTION OF DISPUTES

In accordance with legal regulations, we are obliged to inform you irrespective of our participation in alternative dispute resolution proceedings that the European Commission has established a platform for Online Dispute Resolution (ODR) for out-of-court settlement of consumer law disputes. You can find this platform at: <http://ec.europa.eu/consumers/odr/>.

Our e-mail address is: bmw@ra-sta.de.

11. CONTACT DATA OF THE TICKET SHOP OPERATOR

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12. CONTACT DATA OF RANZINGER & STAMML GMBH

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