

Stadium Regulations

As of 1 April 2024



VfB Stuttgart Arena Betriebs GmbH, Mercedesstraße 87, 70372 Stuttgart – hereinafter referred to as the operator – issues the following Stadium Regulations for the **MHPArena** Stuttgart:

1 Scope of application

These Stadium Regulations shall regulate the use and guarantee the safety of the enclosed grounds of the **MHPArena** (hereinafter referred to as the “Arena”), including all facilities belonging to the Arena such as areas in front of the stadium, box office areas, entrances and exits, as well as the adjacent parking areas and the P1 car park (hereinafter referred to as “Facilities”), which are available to visitors (hereinafter collectively referred to as “Visitors”) for use or entry. On entering the Arena and/or entering its facilities with a motor vehicle, the visitor shall agree to the validity of these Stadium Regulations, which he/she has taken note of by way of notices at the entrances to the Arena and the aforesaid facilities. They are valid for all events taking place and also on days without events.

2 Stay

- (1) Only persons in possession of a valid admission ticket or other authorisation pass are entitled to enter the Arena. Anyone wishing to leave the Arena for a short time during an event must use one of the exit turnstiles. Otherwise, the admission ticket will lose its validity for the current event and re-entry is not possible.
- (2) Children up to the age of 14 are only admitted when accompanied by an adult.
Children up to the age of 7 – even if accompanied by an adult – have no access to the standing areas. At the time of entry, the current version of the Youth Protection Act shall be applicable. Special regulations deviating from this, e.g. for concerts or Arena tours, will be communicated prior to the respective event or included in the General Terms and Conditions as amended.
- (3) Visitors who are dependent on the company of an assistant shall only have access with an accompanying person who is at least 16 years old.
- (4) Visitors in wheelchairs may only stay in the areas explicitly designated for this purpose.
- (5) The admission ticket and the authorisation passes only entitle the holder to stay exclusively in the blocks and places or areas as indicated.
- (6) By purchasing an admission ticket or receiving the authorisation pass, the visitor accepts the Stadium Regulations.
- (7) It is not permitted to stay in rooms or areas not intended for the respective event, in particular the interior of the Arena, if the event format does not explicitly allow the same (e.g. concerts). The interior area of the Arena is the area of the Arena, which is clearly separated from the spectator area by a wall, an

enclosure or in any other way, in particular the playing field and its perimeters including the areas that are assigned to the stewards (e.g. steward corridor). The boundaries and demarcations are part of the interior area.

- (8) On non-event days, access shall only be permitted to the rooms and areas intended for the activity to be carried out and only after prior notification and, where necessary, accompanied by a stadium official.

3 Access control

- (1) Upon request, admission tickets and authorisation passes must be presented to the security service, the police enforcement service and any other authorised persons (e.g. employees of the organiser or operator) and handed over for inspection.
- (2) The security service shall be entitled to search the visitors, their items carried (e.g. bags, rucksacks), also with technical aids, to check for prohibited items and to secure these. This shall also apply unrestrictedly while being within the scope of application defined in Section 1.
- (3) Visitors, in particular visitors who are obviously under the influence of alcohol or who otherwise show behavioural problems, may be subjected to an alcohol check on a random basis. As a result, admission may be denied or a temporary exclusion order imposed from an alcohol level of 1.0. In such a case, a claim for compensation shall be excluded.
- (4) Visitors who cannot prove their right to stay in the respective area, violate the prohibitions of Section 4 of these Stadium Regulations and/or are a security risk may be rejected and/or prevented from entering the Arena or expelled from facilities belonging to the Arena pursuant to Section 1. The same shall apply to visitors to whom the VfB Stuttgart 1893 AG and/or the DFB and/or the DFL and/or a club/corporation of the DFL and/or UEFA and/or FIFA have issued a stadium ban within the Federal Republic of Germany. Rejected visitors shall not be entitled to a refund of the entrance fee.

4 Behaviour within the scope of application defined in Section 1

- (1) Every visitor must behave in such a way that no one is harmed endangered or – more than is avoidable under the circumstances – obstructed or harassed.
- (2) The hygiene regulations of the Arena / legislator for the respective event / the respective period must be strictly observed.
- (3) Visitors must follow the instructions of the police, security service, event manager, operator, safety officer, fire brigade and the ambulance and/or rescue service, as well as the stadium announcer and other authorised persons at all times.
- (4) All entrances and exits, rescue and escape routes, as well as escape doors and gates must be kept clear, may not be obstructed or otherwise changed in their function. Escape doors and gates may only be opened in an emergency.
- (5) Footage and photo recordings by visitors on event days shall only be permitted for private purposes and exclusively with equipment that is obviously intended for private use only in terms of equipment and size and does not exceed a maximum dimension of 150 x 150 x 150mm (WxHxD).

Any other use of these recordings or disclosure of the same to a third party beyond private use or the

publication in the media, in particular social networks (e.g. Facebook, Instagram, Twitter, YouTube, etc.) shall require the prior express consent of VfB Stuttgart Arena Betriebs GmbH.

- (6) The ban on taking glasses and bottles from the hospitality areas into the stands must be observed and adhered to.

5 Prohibitions

- (1) Visitors shall be prohibited from carrying or using the following items:

- 1 Weapons of any kind, as well as objects that are suitable as cutting, thrusting or stabbing weapons.
2. Gas sprays, pressurised gas cylinders, caustic, combustible, highly flammable or colouring substances, or other vessels containing substances which may impair health, as well as objects which could injure persons or damage objects or can be used as projectiles and/or weapons (transport containers for medically necessary equipment are excluded from this, as long as they do not exceed the dimensions specified in Section 5 (1), clause 17).
3. Glass containers, bottles (including PET), cups, jugs, cans or other objects made of fragile, splintering or particularly hard material.
4. Bulky objects. These include, in particular, objects which, by their nature, pose a risk to the health of other visitors or objects whose misuse may result in such a danger, if this is to be feared in the specific case, such as ladders, stools, folding chairs, boxes, umbrellas, telescopic rods of any kind, prams, walker frames (wheelchairs may only be used for access in the specifically designated spectator areas).
5. Flag or banner rods longer than 2.0 m and/or with a diameter of more than 30 mm (approved fan equipment is subject to separate regulations).
6. Flags, banners or other objects the misuse of which poses a danger to the health of other visitors or which can be misused to carry out acts subject to criminal law (e.g. concealing the preparation of and burning pyrotechnics). Event specific props shall be subject to the permission of the organiser.
7. Non-registered choreographies.
8. Flares, sparklers, fireworks, light balls, smoke powder, smoke bombs, smoke pots, smoke flares, distress flares and/or other pyrotechnic articles including appropriate launching devices.
9. Objects and/or media with racist, xenophobic, violence-glorifying, discriminatory and right-wing and/or left-wing radical content, even if is not relevant under criminal law. Objects and/or media with requests that constitute a criminal offence or violate morality. The same shall apply in particular to clothing (e.g. with lettering and/or symbols such as Thor Steinar, Consdaple, HoGeSa, Mob Action, A.C.A.B., 1312, etc.).
10. Racist, xenophobic or right-wing or left-wing radical propaganda material.
11. Mechanically and/or electrically operated noise instruments (e.g. vuvuzela).

12. Beverages of any kind, unless this is permitted in special exceptional cases (e.g. beverages specially intended for small children or non-alcoholic beverages in drink cartons up to max. 0.5 l).
13. Drugs and narcotics.
14. Carrying and consuming cannabis.
15. Animals except for dramatic purposes.
16. Laser pointers and power banks.
17. Within the scope of application defined in accordance with Section 1, as well as on areas required for the operation of the Arena (e.g assembly areas, parking lots, etc.), a take-off, flight and landing ban applies for unmanned aeronautical systems (drones) or other flying objects of any kind.
18. Suitcases, trolleys, laptop bags, bags and rucksacks larger than DIN A4 format 297 x 210 x 150mm (HxWxD).
19. Photo cameras, cameras, video cameras or other sound and image recording devices for the purpose of commercial use or publication, as well as accessories (e.g. photo cases, tripods, and, in particular, telephoto or interchangeable lenses), provided that the organiser has not given its consent as defined in Section 4 (4) of the Stadium Regulations, or these are to be assigned to accredited media representatives as working equipment.
20. Objects, which are suitable and/or intended to prevent identification (e.g. balaclavas, face masks, etc.). Exceptions are officially ordered medical protective measures.

(2) The following is also prohibited:

1. Climbing on or over installations or components which are recognisably not intended for general use, in particular facades, fences, the fencing of the Arena, walls, enclosures of the playing field and other boundaries, in particular interior boundaries, barriers, lighting installations, camera platforms, trees, masts of all kinds and roofs.
2. Entering areas and premises which are clearly not approved for general use (e.g. the playing field, the functional rooms, the interior of the Arena including its boundaries) or which are not approved for use for the current event and are therefore closed.
3. The violation of the valid hygiene regulations of the Arena or officially ordered hygiene measures.
4. Throwing or pouring objects and/or liquids of any kind.
5. Expressing racist, xenophobic, violence-glorifying, discriminatory or right-wing and/or left-wing radical ideas, to make these known through gestures, spreading these through appropriate material, displaying such or showing these in a generally visible manner (e.g. tattoos, body jewellery, etc.).
6. Any kind of (verbal), physical, sexual or other personal harassment and insult. The personal dignity of every individual, regardless of gender, age, background, religion, ideology, disability and sexual orientation or other personal characteristics, must be respected.
7. Making fire, carrying, burning or launching easily inflammable materials, light balls, rockets, smoke powder, smoke bombs, smoke pots, smoke flares, distress flares or other pyrotechnic articles.

8. Selling goods or admission tickets on a commercial basis without the permission of the operator or the organiser, distributing print material and other items of any kind, carrying advertising material of any kind and making any collections.
 9. Damaging, labelling, painting, pasting or otherwise spoiling buildings, facilities or paths.
 10. Relieving oneself outside the toilets or contaminating the scope of application defined in accordance with Section 1 in any other way, in particular by throwing away objects.
 11. Presenting (illegally obtained) fan articles/fan equipment of any kind of the opposing team.
 12. Using objects in a way that prevents identification (ban on face covering).
 13. Smoking (incl. e-cigarettes) in the spectator areas designated as smoke-free blocks (e.g. family block). In the hospitality and indoor areas (e.g. block A of the Cannstatter Kurve) the Non-Smoking Act of the Land of Baden-Württemberg (LNRSchGE) as amended shall be applicable.
 14. Assembling in the scope of application defined in accordance with Section 1 within the terms of these Stadium Regulations with several persons with a recognisable will to disturb public peace or to disturb the scheduled execution of the event for joint action.
 15. Appearing in the entire area of the Cannstatter Kurve in the opponent's fan attire or in the grandstand area exclusively used by the guest club in the fan attire of the home team.
- (3) A violation of the above prohibitions shall also be deemed to have occurred if a visitor assists another visitor in a prohibited act or instigates another visitor in a prohibited act or supports him in doing so.

6 Violations

- (1) Visitors who violate the Stadium Regulations or do not obey the instructions of the security services and other authorised persons or who are obviously under the influence of intoxicating substances may be prevented from entering or expelled from the Arena or the scope of application defined in accordance with Section 1.
- (2) Visitors whose behaviour impairs or jeopardises the safety and order within the scope of application defined in accordance with Section 1 may be banned from entering and/or staying in the Stadium without compensation, notwithstanding further rights of VfB Stuttgart Arena Betriebs GmbH. This stadium ban may be restricted or pronounced nationwide in compliance with the principle of proportionality. The guidelines of the German Football Association (DFB) for the improvement of safety at national matches, as well as the DFB Committee for Safety Matters for the uniform treatment of stadium bans as amended and the guidelines for the processing of stadium bans at the VfB Stuttgart shall be applicable.
- (3) In the event of culpable violation of Sections 4 and 5 of the Stadium Regulations, the infringer shall be obliged to pay VfB Stuttgart Arena Betriebs GmbH a contractual penalty at the discretion of VfB Stuttgart Arena Betriebs GmbH. It shall be fixed and determined in accordance with the principles of proportionality. In this case, the infringer shall be entitled to have the amount of the contractual penalty reviewed by the local court of competent jurisdiction.

In the event of culpable violation, the visitor shall in particular be obliged to pay a contractual penalty in the amount of:

- 50 euro for a violation of Section 5 (2), clauses 8, 9
- Up to 500 euro for a violation of Section 5 (2), clauses 1-5 and clauses 7, 10, 11
- Up to 1,500 euro for a violation of Section 4 (5) and Section 5 (2) clause 6

Any further claims for damages, injunctive relief or other contractual claims shall remain unaffected.

- (4) The operator, the organiser, in particular the security services, shall be instructed and entitled to remove visitors who violate Section 5 (2), clause 14 of these Stadium Regulations from the designated area or to expel them from the Arena. In the case of an event, the visitor shall be assigned another suitable place in the Arena as a more moderate means, as far as this is possible in individual cases when an event is not sold out.
- (5) If there is a suspicion of a criminal offence or any other administrative offence, a complaint may be filed with the police.
- (6) Items and/or objects forbidden to be carried shall be seized and, insofar as they are not required for criminal investigation proceedings, returned after the preconditions for seizure have ceased to apply and the costs incurred as a result of the seizure and return have been reimbursed, or destroyed at the visitor's expense after the expiry of a period of four weeks. The operator or organiser shall not be liable for the loss of or damage to objects seized.
- (7) Measures according to Section 6 (1-6) exclude claims (e.g. reimbursement of entrance fees) against VfB Stuttgart Arena Betriebs GmbH and/or the respective organiser.
- (8) Should VfB Stuttgart Arena Betriebs GmbH be held liable by organisers, associations such as in particular the DFB, the DFL, UEFA, or FIFA for damages and/or the payment of a fine due to violations of these Stadium Regulations by visitors, the offending visitor shall be liable to recourse.

7 Domiciliary right, lost items

- (1) As a general rule, VfB Stuttgart Arena Betriebs GmbH and its employees and vicarious agents, as well as the police, security services and, if applicable, the respective organiser authorised by VfB Stuttgart Arena Betriebs GmbH, shall exercise the domiciliary and supervisory right.
- (2) Any valuables found at events may be handed over to the security services or other authorised persons of the operator or organiser for forwarding to VfB Stuttgart Arena Betriebs GmbH. The storage period for lost items shall be six months from the date of handing-over. In all other respects, the statutory provisions shall apply.

8 Trespassing

Trespassing is committed in particular by anyone who, without being entitled to do so, enters the interior (cf. Section 2 (7)) of the Arena, areas pursuant to Section 5 (2), clauses 1 and 2 without being entitled to do so, or who has been barred after a violation of these Stadium Regulations and wants to or has gained access again.

9 Liability

- (1) Visitors enter or use the scope of application defined in accordance with Section 1 at their own risk.
- (2) Liability for events shall be borne by the respective organiser. VfB Stuttgart Arena Betriebs GmbH shall only be liable to the extent permissible for personal injury and/or damage to property to the extent of the insured risks.
- (3) Claims for damages, for whatever legal reason, as well as liability for indirect damages and damages unforeseeable at the time the contract is concluded, shall be excluded unless VfB Stuttgart Arena Betriebs GmbH, its legal representatives and/or vicarious agents have acted wilfully or with gross negligence.
- (4) The aforesaid limitations shall not apply to damages resulting from injury to life, limb or health or in cases in which liability is mandatory by law or in cases of culpable breach of material contractual obligations (cardinal obligations). Material contractual obligations shall be those whose fulfilment is essential for the proper performance of the contract and on whose observance the contractual partner regularly relies and may rely.
- (5) Injured or harmed persons must immediately contact the operator or the respective organisers.
- (6) VfB Stuttgart Arena Betriebs GmbH or the respective organiser shall be entitled to cancel the event without stating reasons. In this case, there is no entitlement to a refund of the admission fee.
- (7) No liability is assumed for the cloakroom and other items brought along; the use is at one's own risk.

10 Video surveillance

- (1) We would like to point out that in order to guarantee Arena security and/or for purposes of danger prevention and criminal prosecution, the scope of application defined in accordance with Section 2 is subject to 24/7 video surveillance by the responsible law enforcement and criminal prosecution authorities, as well as by the operator.
- (2) Every visitor shall consent irrevocably and for an indefinite period of time and for any mass media (e.g. TV reporting, Internet pages, social media channels, print publications, etc.) to the free use of his/her audio and/or visual material, in particular for live transmissions, broadcasts and/or recordings, which are created in connection with an event.

11 Final provisions

- (1) In addition to the provisions of these Stadium Regulations, the other provisions of the organiser (e.g. the ATGB), the relevant provisions of the national and/or international associations (e.g. DFL, DFB, UEFA, FIFA) and supplementary German law shall apply for events or Arena tours to the exclusion of the conflict of law provisions (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG).

- (2) Should any provision of these Stadium Regulations be or become invalid in whole and/or in part, this shall not affect the validity of the remaining provisions. The invalid provision or the invalid part of such a provision shall be replaced by a valid provision which comes as close as possible to the economic effects of the provision to be replaced. The same applies to the filling of any loopholes in the provisions.
- (3) The rights of the owner of the domiciliary right shall remain unaffected.

12 Effective date

The Stadium Regulations shall enter into force on 1 April 2024.

VfB Stuttgart Arena Betriebs GmbH