

Olympiapark München GmbH

Roof Climb Tour and Roof Climb Tour with Flying Fox

Terms and Conditions

Olympiapark München GmbH exclusively conducts Roof Climb Tours and Roof Climb Tours with Flying Fox* on the Olympic tent roof and exclusively distributes all their ancillary products, such as photographs, promotional items, etc.

(* The Flying Fox is operated by Sacaq Adventures München GmbH & Co. KG).

Unless otherwise agreed in writing, all agreements regarding the Roof Climb Tours and the Roof Climb Tours with Flying Fox are subject to the following terms and conditions:

1. The Roof Climb Tour and the Roof Climb Tour with Flying Fox

- a. When booking, please state whether you wish to participate in the Roof Climb Tour or Roof Climb Tour with Flying Fox; changes at short notice may not be considered.
- b. Olympiapark München GmbH reserves the right, if necessary, to change, cancel or replace the routes, tour contents, prices and starting times without prior notice; this expressly does not give rise to any claims for compensation on the part of the customer.
- c. Olympiapark München GmbH retains the copyright to all photographs produced or sold by it. Such photographs may only be used or reproduced by the purchaser for private purposes; any commercial use, including advertising purposes, requires the prior written consent of Olympiapark München GmbH. The participants give their consent to the Olympiapark München GmbH to take pictures, videos and audio recordings of the tour and the participants and to use them for its own purposes. This declaration can be revoked at any time and without giving a reason with effect for the future.

2. Check-in

- a. All participants in the tour are required to arrive and check-in at the north ticket office; entrance north ("Stadionkasse Nord") of the Munich Olympic stadium at least 10 minutes prior to the advertised departure time. Arrival after this time may result in non-admittance to the tour at Olympiapark München GmbH's discretion, without refund.
- b. Smoking is prohibited from the moment of registration at the stadium ticket office; mobile phones etc. must be switched off. Olympiapark München GmbH reserves the right to search bags and containers brought into the stadium and, if necessary, to use metal detectors.

3. Conditions for participation

- a. Participants must present a valid admission ticket or a proper order confirmation. Admission may be refused if tickets etc. are damaged or unrecognisable or have not been purchased from an authorised point of sale.

- b. Participants of all Roof Climb Tours must be at least 10 years old and 1.40 m tall. For the Tent Roof Tour and the Tent Roof Tour with Flying Fox, all participants must weigh at least 30 kg, maximum 130 kg.
- c. Minors may not participate in the tour without the written consent of a parent or legal guardian. All participants must prove their identity by submitting an identity card or passport with a photograph.
- d. Participants must be in a good physical and physiological condition. Olympiapark München GmbH may require them to undergo a test in order to ascertain whether or not they are able to undertake the tour. Participants under the influence of alcohol or drugs will not be permitted to participate in the tour.
- e. Before the beginning of the Tour, every participant will be required to sign a Declaration Form in which he/she represent that,
 - he/she does not suffer from any medical condition which may prevent him/her from undertaking the tour, including, but not limited to vertigo, fear of heights, epilepsy, dizziness, member or back injuries, angina or other heart condition, severe or uncontrolled asthma, visual deficiency or impairment, depression, recovery from a recent surgery, pregnancy, or similar conditions;
 - he/she is well aware of the fact that climbing the Olympic tent roof involves certain risks and therefore requires particular caution;
 - he/she enters the premises of Olympiapark München GmbH and participates in the tour at his/her own risk and will not be entitled to claim any financial compensation from Olympiapark München GmbH for any injury or damage suffered during the tour.

4. During the Roof Climb Tour and Roof Climb Tour with Flying Fox

- a. At the beginning of the tour, the participants will be briefed by the staff of Olympiapark München GmbH. The briefing for Flying Fox is handled by Sayaq Adventures GmbH & Co.KG. Participants who do not take part in this briefing will be refused access to the tent roof without being refunded the ticket price.
- b. Participants will be provided with equipment for the tour; without this equipment they are not allowed to take part in the tour. The equipment for Flying Fox is provided by Sayaq Adventures München GmbH & Co. KG. Participants must bring their own sturdy shoes (with rubber tread, no leather soles).
- c. Participants must strictly follow the instructions given by the Olympiapark München GmbH tour guides, and for the Flying Fox, those given by the employees of Sayaq Adventures GmbH & Co.KG. The participants must not disturb other participants or interfere with the tour guide's or staff's ability to conduct the tour in a safe and secure manner. If a participant places other persons at risk, damages property or equipment of Olympiapark München GmbH or Sayaq Adventures GmbH & Co.KG, or does not follow the instructions of the tour guides or staff members of Sayaq Adventures GmbH & Co.KG, the tour guides or staff members of Sayaq Adventures GmbH & Co.KG will be entitled to expel him/her from the tour, without refund.
- d. Participants are not permitted to bring any objects on the tent roof other than those provided by Olympiapark München GmbH or Sayaq Adventures München GmbH & Co. KG, in particular no mobile phones, hand bags, etc.; cameras may only be carried if they are secured to the harness by means of a carabiner. Smartphone case can be purchased at the ticket office for a fee of 2.00 €. Cameras may not be taken into the Olympic Stadium during the setting up or taking down of an event. Lockers are available to participants for the storage of these items (1,00 € deposit); Olympiapark München GmbH accepts no liability for the loss of the stored items. It is therefore

recommended not to take any valuables with you. The employees of Olympiapark München GmbH and Sayaq Adventures München GmbH & Co. KG are entitled to search participants for unauthorised items and to seize them. Participants who bring unauthorised objects onto the tent roof can be excluded from the tour without refund of the entrance fee.

5. Term of Payment / Cancellations

- a. The tour tickets relate exclusively to the specific tour booked and are payable at the beginning of the tour.
- b. In the case of group bookings (exclusive tours), changes to bookings are only possible up to 5 days before the booked tour and only if there are other free capacities. For group bookings (exclusive tours), cancellations are possible free of charge up to 5 days before the tour. If the tour is cancelled at a later date, a cancellation fee of €450.00 for the Roof Climb Tour and €880.00 for the Roof Climb Tour with Flying Fox will be charged; if the tour is only cancelled for single group members or if less group members participate than registered and the tour price for the remaining participants is lower than the above-mentioned cancellation fees, the above-mentioned cancellation fee must be paid as a minimum charge for the group.
- c. The participants are aware of the fact that a tour may only be carried out under appropriate weather conditions (**not during snow and ice on the path, not during strong rain, strong winds or storm, etc.**); therefore, it may happen that a tour is cancelled or postponed – if necessary at very short notice. In such a case, the participants will either be rebooked at the earliest possible date at their convenience or refunded the price paid for the ticket. In no case shall they be entitled to claim additional damages from Olympiapark München GmbH. The participants herewith expressly waive any such claim.
- d. In the event of a thunderstorm, the tour has to be stopped immediately. If at this point the tour has been underway for 75 minutes, it is considered as having been completed and there is no entitlement to a refund of the admission price. If the tour has been underway for less than 75 minutes, the customer receives a credit for the admission price in the form of a voucher and can take the tour again at a later date.

6. Liability

- a. As a rule, the participants undertake the tour at their own risk.
- b. The Olympiapark München GmbH is only liable for aforethought actions or in cases of gross negligence – barring injury to life, person or health through a breach of cardinal responsibilities. Olympiapark München GmbH shall not be liable for any loss or damage resulting from non-observance of instructions or directions of Olympiapark München GmbH or from a physical or psychological condition of the participants that existed before the Tour.
- c. Liability is also excluded in the event of failure of technical equipment, operational malfunctions or other events affecting the Olympic Stadium for which Olympiapark München GmbH is not responsible.
- d. On the Roof Climb with the Flying Fox, Olympiapark München GmbH is liable, to the extent mentioned, only until the 'handover' of the participants to Sayaq Adventures GmbH & Co.KG staff.

7. Miscellaneous

- a. Should individual clauses be or become invalid, this will not affect the validity of the remaining provisions. Invalid clauses are to be replaced by clauses that correspond to the economic will of the parties.

- b. The place of jurisdiction for any litigation arising out of or in connection with these Terms and Conditions shall be Munich. These Terms and Conditions are governed by the laws of the Federal Republic of Germany.
- c. Personal data will be stored.
- d. Parts of the Olympic Park and its facilities are under video surveillance.

These terms and conditions are a translation. The German version is authoritative and binding.

Olympiapark München GmbH