2025 NFL Berlin Game Ticket Terms

National Football League ("NFL") Ticket Terms with NFL Game Ticket Holders ("Ticketholder(s)")

at Olympiastadion Berlin ("Stadium")

This ticket is a revocable licence entered into by the Ticketholder with the NFL that only grants entry into the Stadium and a spectator seat, or if specified on the ticket, a standing location, for the specified game (the "game" or "Event") with no right of re-entry. The person seeking entry pursuant to this licence, and any accompanying minors ("Ticketholder"), agrees that such licence is subject to these terms ("Terms") and by acceptance and/or use of such licence, Ticketholder is deemed to have read the Terms, understood them and agreed to be bound by them. Failure to comply with any of these Terms shall result in forfeiture of such licence and all rights arising under it without refund or other remedy and entitle the NFL to pursue all legal remedies available. All persons, regardless of age, entering the Stadium must have a Ticket for the specified NFL game. All persons under the age of 12 must be accompanied by an adult, who is responsible for them at all times.

THE SOLE AND EXCLUSIVE REMEDY if admission is refused or withdrawn, the NFL game is cancelled and not replayed, relocated, or closed to public attendance, or if capacity limitations result in ticket cancellation, is a refund of UP TO the ticket price set by the NFL ("Face Value") and any applicable booking / administration fees.

Further, the NFL's liability for any breach of any term or terms of this ticket shall not exceed the Face Value of this ticket and any applicable booking / administration fees.

*IN NO EVENT SHALL THE NFL OR THE STADIUM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF ENJOYMENT, ANY AMOUNT PAID IN EXCESS OF FACE VALUE OF THIS TICKET TO A THIRD PARTY FOR THIS TICKET, OR FOR ANY TRAVEL/ACCOMMODATION COSTS AND OTHER PERSONAL ARRANGEMENTS AND EXPENDITURES.

Refunds or other legal remedies are excluded if the ticket holder is convicted of disorderly conduct or violations of these ticket terms, the House Rules of the Olympiastadion Berlin (available at https://olympiastadion.berlin/en/house-rules/) and/or the Stadium's and/or the NFL's health, safety and security policies and procedures prior to or following entry into the Stadium for the NFL game.

The date and time of the NFL game (and opening of the Stadium) are subject to change by the NFL and/or the Stadium in their sole discretion in the event of good cause. The Ticketholder's sole remedy if the Ticketholder cannot attend a rescheduled NFL game is a refund of the face value of the Ticket and any applicable booking / administration fees, and no such change shall entitle the Ticketholder to any other remedy if the Ticketholder cannot attend or for any other reason.

The Ticketholder may be relocated to an alternative seat in the Stadium if the NFL and/or the Stadium determines, in their sole discretion, that there are health, safety or security concerns or if the seat is unavailable for use, and no such relocation shall entitle the Ticketholder to a refund, compensation or any other remedy if the Ticketholder is relocated to a seat of comparable face value.

The Ticketholder and his/her belongings may be searched and assessed prior to or upon entry into the Stadium and/or other security checkpoints within the Stadium and/or the proximity of the Stadium, and prohibited items may be confiscated. The Ticketholder must comply with the NFL's and the Stadium's Event policies, including without limitation, health, safety and security policies and procedures, including any applicable bag policy, and **the House Rules of the Olympiastadion Berlin (available at https://olympiastadion.berlin/en/house-rules/).** The Ticketholder consents to such searches and assessments, and if the Ticketholder elects not to consent to these searches and assessments or comply with these security and health and safety policies, procedures and regulations, the Ticketholder acknowledges that the NFL and/or the Stadium have the right to deny or revoke the Ticketholder's admission to the Stadium. **NFL reserves the right on behalf of the NFL and the Stadium to deny or revoke the admission of any person who the NFL or the Stadium determine, in their sole discretion, poses a risk to the health or safety of other attendees or whose conduct violates these Terms, any Event policies, or is otherwise disorderly (or complicit therein) without refund.**

THE TICKETHOLDER KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS INCIDENT TO THE NFL GAME AND/OR RELATED EVENTS AT THE STADIUM, of whatever nature, including the risk of loss, theft or damage to property, but excluding personal injury. NFL's liability, except for personal injury or as provided by law, shall be limited to cases of willful misconduct and gross negligence. In case of negligent violation of essential contractual obligations, the liability of the NFL is limited to foreseeable, contract-typical damages. The NFL is not liable for damages caused by visitors or other third parties.

The Ticketholder releases knowingly and voluntarily each of the Released Parties with respect to any and all claims that Ticketholder or any of Ticketholder's Related Persons may have or hereafter accrue, against any of the Released Parties, that relate to any of the risks, hazards and dangers described above, including without limitation any and all claims that arise out of or relate in any way to Ticketholder's (i) entry into, or presence within or around, the Event (including all risks related thereto, including without limitation in parking areas or entry gates) or compliance with any protocols applicable to the Event; or (ii) interaction with any personnel of any of the Released Parties at the Event.

As used herein:

- "Related Persons" means Ticketholder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Ticketholder (which persons Ticketholder represents have authorized Ticketholder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Ticketholder's or their behalf.

- "Released Parties" means: (i) the Stadium, NFL International LLC, NFL International Ltd., NFL Ventures, Inc., NFL Ventures, L.P., NFL and its member clubs, and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and their employees) and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Stadium and related stadium grounds (including, without limitation, parking areas and entry gates); (iii) all third parties performing services at the Stadium; and (iv) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, subcontractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

Ticketholder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data or visual, and including, without limitation, play-by-play data) of the Event or related events (collectively, "Descriptive Data") for any commercial or non-personal purpose; (2) any images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events ("Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events ("Livestreams"). Notwithstanding the foregoing, Ticketholder agrees that by causing their ticket to be scanned upon entry to the Event, Ticketholder shall be deemed to have signed the ticket and granted NFL an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Works, Livestreams, and, to the extent permitted by law, Descriptive Data. The NFL game will be filmed, photographed and broadcast and the NFL and its partners may capture and use the Ticketholder's voice, image, and/or likeness in any and all media now or hereafter existing in connection with the production, exhibition, advertising or exploitation of any film, video and/or audio recording of all or any part of the NFL Game or related events at the Stadium.

Any collection, use, and/or disclosure of Ticketholder data in connection with Ticketholder's use of the ticket, attendance at the Event, or use of the websites, mobile applications, and other online or offline services of the NFL, including without limitation use of the Stadium Wi-Fi network, (the "Services"), are subject to the NFL Privacy Policy, which provides greater detail on how Ticketholder personal information may be used and how to exercise any rights Ticketholder might have under applicable law. By using the Services, Ticketholder acknowledges that they have read and understood the terms of the NFL's Privacy Policy, which are available at: www.nfl.com/help/privacy.

CCTV is in operation at the Stadium.

This ticket may not be used for, nor may any Ticketholder enter the Stadium for, advertising, promotion or any other commercial purposes (including contests, sweepstakes and giveaways, or as a promotional gift or as part of an unauthorized hospitality or travel package) without the NFL's express written consent.

The NFL is not responsible for lost, stolen, damaged, destroyed or counterfeit tickets. Lost, stolen, damaged, destroyed or counterfeit tickets, or tickets sold in violation of these terms or any applicable law, may not be honored.

If any provision of these Terms is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended so as to render the rest of the provision(s) and remainder of these Terms valid and enforceable.

The Terms are subject always to any changes imposed by regulations or advice issued by any governmental (National or Local) or other competent authority having jurisdiction over the Stadium or the Event. The NFL will use all reasonable endeavors to bring such changes to the attention of the Ticketholder.

These Terms shall be governed by and interpreted by the courts of Germany in accordance with German law.

If the Ticketholder has any questions, comments or complaints regarding their Ticket or these Ticket Terms, please contact:

Legal entity: NFL International Licensing, Inc.

Address: NFL, 8th Floor, 30 Panton Street, London, SW1Y 4AJ, United Kingdom

Phone number: +44 (0) 207 534 0030

Email: GermanyTickets@nfl.com

Ticketholders with questions about their ticket purchase may also contact the NFL's ticket sales agent at:

https://help.ticketmaster.de/hc/en-us/requests/new?ticket_form_id=25723215309457

Phone number: +49 (0)30 - 40-818-824 (10:00 - 18:00)

SPECIFIC PROVISIONS APPLICABLE TO TICKETHOLDERS OUTSIDE THE UNITED STATES

1. Unauthorized use and resale of ticket

1.1 This ticket is sold for private, non-commercial use only. Any commercial or profit motive resale of this ticket is prohibited. The commercial sale of tickets to the Event is reserved exclusively for NFL and its authorized ticketing partner Ticketmaster.

Ticketholder is not permitted to (a) publicly offer this ticket for sale by auction (e.g. on eBay), (b) offer or sell tickets on any third party resale websites or exchanges, expressly also if the offer, sale or transfer is made without profit or price premium, (c) sell or pass on this ticket to commercial resellers and/or ticket dealers, or (d) use or have this ticket used commercially, in particular for the purposes of advertising, marketing, as a bonus, as a promotional gift, as a prize or as part of an unauthorised hospitality or travel package, or to sell to the public.

1.2 A private redistribution of this ticket for non-commercial reasons is permitted, as long as no unauthorized redistribution takes place, as outlined above, and provided that: a) the offer for sale or selling of this ticket is not at a higher price than the Face Value, except that a price surcharge may be added solely to cover actual, reasonable transaction costs b) the redistribution takes place via the NFL Ticket Exchange, the official ticket marketplace of the NFL, and (c) the seller expressly informs the recipient of the ticket of these Terms and recipient has agreed to be bound by them. In the event of an authorized ticket transfer, all rights, obligations, and liability under the Ticket terms shall pass to the new Ticketholder. At the request of NFL, the seller must immediately submit ticket recipients' declaration of consent to these Terms.

1.3 NFL reserves the right to limit the maximum number of Tickets available to an individual customer at its own discretion. Any purchase of tickets using automated procedures designed to circumvent restrictions on the number of tickets to be purchased by a person or other regulations applicable to the sale of tickets (so-called BOT purchases) is not permitted and entitles the NFL to refuse to accept or cancel an order and to impose a contractual penalty in accordance with Section 3.

2. Consequences of unauthorised use or resale of ticket

2.1 If the Ticketholder has violated one or more of the provisions in Clause 1 above, the NFL shall be entitled, in addition to the imposition of a contractual penalty as set forth below, to cancel the

ticket and deny the Ticketholder, or recipient of the ticket after the unauthorized transfer, entry to the stadium without compensation.

2.2 In the event of an unauthorized transfer, the transfer of individual contractual rights, obligations and liabilities under the ticket will not be effectuated and will remain with Ticketholder.

3. Contractual Penalty

3.1 In the event of a culpable breach by Ticketholder of any of the provisions in Clauses 1.1, 1.2 and 1.3 above, NFL is, in addition to the other measures and sanctions possible under these Terms and irrespective of any further claims for damages, entitled to impose a reasonable contractual penalty of up to EUR 2,500 against the Ticketholder and also to obtain a divestiture of any profit generated by the sale.

3.2 In determining a reasonable contractual penalty, the NFL may consider a variety of factors, including without limitation, the number of tickets offered, sold, transferred or used, and the size of profits made though the resale/s, all of which the NFL shall be entitled to claim as part of the contractual penalty. The exact amount of the contractual penalty shall be determined by NFL on a case-by-case basis at its reasonable discretion. The ticketholder has the right to prove that no damage has been incurred at all or that the damage is significantly lower than the contractual penalty that has been set.