

# ESK EVENTS

c/o DEICHBRAND Festival  
c/o ELBENWALD Festival

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## Terms and Conditions (Ticket Purchase // DEICHBRAND Festival)

The following General Terms and Conditions (“GTC”) of ESK Events & Promotion GmbH (“ESK,” “we,” “us”) govern the purchase of tickets for the DEICHBRAND Festival (the “Festival”) organized by us, as well as the conditions for attending the Festival, regardless of whether the tickets were purchased directly from us or through a third-party platform.

By purchasing and holding a ticket for the Festival, you accept the applicability of these GTC.

For the sake of readability, the feminine form (“customer,” “organizer,” “consumer,” etc.) or the plural form (“guests,” etc.) is generally used to refer to customers, organizers, and other persons. These terms refer to persons of all genders or the singular form, as applicable.

### Overview

#### Part A General Provisions / Ticket Purchase / Related Transportation Services Part B Special

#### Conditions for the Purchase of Additional Products

#### Part C: Festival Operations and Attendance

#### Part A General Provisions / Ticket Purchase / Related Transportation Services

##### 1. Scope of Application

1.1. For all contracts and orders placed regarding the purchase of festival tickets, bundles, and tickets for additional festival services (collectively “Tickets”) for the DEICHBRAND Festival, only the following Terms and Conditions apply in relation to ESK.

If the purchase of festival tickets grants the right to use third-party transportation services (e.g., public transit authorities), the terms and conditions of these third parties apply to such transportation services. We ask customers to familiarize themselves with the third parties’ terms and conditions regarding the transportation services. Any claims regarding the transportation services must be asserted against these third parties.

For clarification: These Terms and Conditions do not apply to the booking of third-party services, such as helicopter flights. In such cases, only the terms and conditions of the respective provider apply.

1.2. A festival ticket alone entitles the holder to enter the concert grounds (“Infield”) during the event period, but not to enter or use the festival campsites and infrastructure. A camping ticket or a bundle (consisting of a festival ticket and a camping ticket) per person is required for this. Additional festival services may also be purchased, such as, in particular:

- Access to and use of the festival campsites and camping infrastructure (“camping ticket”);
- the right to use parking spaces (“Parking Ticket”);

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- Access to and use of special camping areas, in particular RV camps, plots, and accommodations or areas in the Comfort Village ("Camping Upgrade");
- Access to and use of special extras and offers, such as Shower Wonderland
- beer pre-orders;
- VIP products (e.g., access to the VIP Area)

Special terms and conditions may apply to these festival add-ons.

## 2. Conclusion of Contract, Cancellation

- 2.1. The offer to conclude a contract is made by the customer by clicking on the "Buy Now" button ("Order"). The contract for the purchase of tickets is concluded solely and exclusively when we send the transaction number to the customer via email ("Confirmed Order").
- 2.2. We are entitled to cancel a confirmed order (unilateral right of withdrawal) if the customer violates the conditions set forth in Sections 3 and/or 4 or attempts to circumvent them. The same applies to other specific conditions that were noted prior to the order (e.g., violation of the limit on the number of tickets per customer). The declaration of cancellation/withdrawal may also be implied by crediting the amounts paid for the tickets. Sections 346 et seq. of the German Civil Code (BGB) apply to the cancellation/withdrawal, excluding Section 350 BGB.
- 2.3. We do not guarantee the accuracy of the information provided during the ordering process. Tickets are available while supplies last.
- 2.4. If "Mail Delivery" ("Hardticket" or "Hardticket + €1") was selected as the shipping method, the customer must check the shipment for completeness immediately upon receipt. We will only accept complaints if they are received by us no later than seven calendar days after receipt of the shipment or, if earlier, ten calendar days after the shipment was sent.

## 3. Prohibition on the Commercial Resale of Tickets

- 3.1. The commercial resale of tickets is not permitted. Tickets may not be sold at a price higher than the printed ticket price plus any verifiable fees charged at the time of purchase. They may also not be offered for sale publicly at such a price or in an auction.
- 3.2. In the event of a violation, we reserve the right to cancel the ticket as well as all other tickets purchased by the customer without further notice and without compensation (Section 2.2.).
- 3.3. In the event of a violation, we also reserve the right to impose a contractual penalty, to be determined at our reasonable discretion, payable by the customer, and subject to review by the competent court regarding its reasonableness, including the amount, in the event of a dispute. As a rule, the contractual penalty shall amount to 50% of the price stated on the ticket offered for sale or sold. Other claims by ESK remain unaffected; however, the contractual penalty shall be offset against any corresponding claim for damages.

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## 4. Prohibition on the Use of Tickets for Contests/Raffles

- 4.1. Tickets may only be used for contests/raffles with the prior consent of ESK.
- 4.2. In the event of a violation, we reserve the right to cancel the ticket as well as all other tickets purchased by the customer without further notice and without compensation (Section 2.2.).
- 4.3. In the event of a violation, we also reserve the right to impose a contractual penalty, to be determined at our reasonable discretion, payable by the customer, and subject to review by the competent court regarding its appropriateness, including the amount, in the event of a dispute. As a rule, the contractual penalty will amount to 100% of the price stated on the ticket offered in the contest or raffle. In the event of a continuing breach, the contractual penalty shall be forfeited anew for each day or portion thereof. Other claims by ESK remain unaffected; however, the contractual penalty shall be offset against any corresponding claim for damages.

## 5. Prize Components and Payment Terms

- 5.1. Depending on the order method, payment can be made by credit card (VISA, MasterCard, American Express) or PayPal. The statutory sales tax is included in the price quoted by ESK. Payment processing for VISA and MasterCard is handled by CTS EVENTIM Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, Netherlands.
- 5.2. Note on data transmission for credit card transactions using 3D Secure: Due to legal requirements (implementation of the Payment Services Directive "PSD2") and/or to protect against fraudulent use of credit card data, the so-called 3D Secure procedure may be used. In this process, browser data, credit card data, address data (billing address, email address), and the transaction amount with currency are transmitted via the credit card organizations to the card-issuing institution. The card-issuing institution uses this data to assess the fraud risk of the transaction; depending on the amount and the credit institution's verification result, additional authorization of the credit card transaction—e.g., via TAN or app—may be required.
- 5.3. Service and shipping fees will be charged. These fees are displayed to the customer in the shopping cart when placing the order.

## 6. No right of withdrawal for festival tickets

- 6.1. Consumers do not have a right of withdrawal for contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, the transport of goods, car rental, the delivery of food and beverages, and the provision of other services related to leisure activities, if the contract specifies a specific date or period for the provision of such services (Section 312g(2), sentence 1, no. 9 of the German Civil Code (BGB)).
- 6.2. The ordering of festival tickets and bundles constitutes a declaration aimed at entering into a contract for the provision of services related to leisure activities for which a specific date or period is stipulated. The same applies to tickets for additional festival services (e.g., camping upgrades and camping tickets).

## 7. Retention of Title, Set-off, and Right of Retention for Purchase on Account

- 7.1. ESK retains title to the purchased item until the invoice amount has been paid in full. The corresponding security interests are transferable to third parties.

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- 7.2. The customer is only entitled to set-off and/or retention with respect to claims and/or rights that have been legally established or are undisputed or acknowledged by ESK. Furthermore, the customer has a right of retention only if and to the extent that her counterclaim arises from the same contractual relationship.
- 7.3. To the extent that ESK's claims against the Customer are secured by more than 110% on a non-temporary basis, ESK shall, at the Customer's request, release security interests up to the aforementioned limit.

## 8. Limitation of Liability, Exclusion of Withdrawal in the Event of Certain Breaches of Duty

- 8.1. We, our executive bodies, employees, and vicarious agents, as well as any co-organizers, shall in any case be liable without limitation under the Product Liability Act for damages caused intentionally or through gross negligence, for defects fraudulently concealed, and for damages resulting from injury to life, limb, or health. Furthermore, we are liable to the extent that we have provided a warranty and have breached that warranty.
- 8.2. In the event of a breach of essential contractual obligations due to simple negligence, the aforementioned persons—unless liability already exists pursuant to Section 8.1—shall be liable only to the extent of compensating for foreseeable and contract-typical damages. Essential contractual obligations are all obligations whose fulfillment is a prerequisite for the performance of the contract and on whose fulfillment the customer regularly relies and may also rely.
- 8.3. To the extent that liability of the aforementioned persons does not exist pursuant to any of the preceding clauses, liability is excluded in cases of simple negligence.

## 9. Cancellation Due to Force Majeure

- 9.1. If the festival is canceled or postponed due to force majeure (as defined below) before the start of the first concert, the tickets remain valid; the ticket holder is entitled to use the ticket to attend the next or rescheduled edition of the festival (the "subsequent event") and to use any tickets purchased for additional festival services at the subsequent event, provided that the booked service is also offered at the subsequent event. In the event of a cancellation, the follow-up event generally takes place during the same period of the following year. ESK will announce the exact date for the follow-up event immediately, at the latest within two weeks of the cancellation or postponement of the event, on the festival's website; the date may not be more than 13 months after the end of the canceled or postponed festival, otherwise the tickets will not remain valid.
- 9.2. However, the ticket holder may request a refund of the price printed on the ticket if attending the subsequent event is unreasonable for her. Unreasonableness applies in particular if, at the time the exact date for the subsequent event is announced, the ticket holder is already
  - had planned a vacation trip or purchased tickets for a concert, festival, sporting event, or similar event, or
  - a business trip that cannot be postponed has been firmly scheduled, or the ticket holder has another non-postponable obligation arising from an employment or work relationship (such as on-call duty), or
  - if the date of the subsequent event coincides with a birthday, wedding, or anniversary celebration of the ticket holder or their close relatives (grandparents, parents, siblings, children, grandchildren).

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9.3. Furthermore, it is deemed unreasonable if, no later than three months before the follow-up event, the ticket holder experiences the following or comparable personal circumstances that will, with a high degree of probability, make it unreasonable for her to attend the follow-up event:

- Illness or other health impairment that precludes or renders attendance at the subsequent event unreasonable,
- surgery, a stay at a health resort or clinic, rehabilitation, or a comparable measure for the restoration or promotion of health,
- The obligation to care for close relatives (grandparents, parents, siblings, children, grandchildren) that prevents or makes it unreasonable to attend the subsequent event.

Tickets for additional festival services can only be refunded together with the festival ticket or the bundle.

9.4. In all cases, the ticket holder must assert the unreasonableness no later than three months before the start of the subsequent event to allow ESK to resell the ticket. The circumstances leading to the unreasonableness must be substantiated, as far as possible and reasonable, e.g., by providing copies of travel documents. If an original (physical) ticket was issued, a refund will only be issued upon presentation of the original ticket.

9.5. Force majeure applies in the event of an occurrence beyond ESK's control. Examples include

- war, civil war, war-like events, acts of terrorism, political unrest, and/or the use of chemical, biological, or biochemical substances and/or nuclear energy, or
- pandemics (including the COVID-19 pandemic and pandemics caused by the SARS-CoV-2 virus or its variants), epidemics, infectious diseases, or similar health risks, and/or in the event of natural disasters (severe weather, hurricanes, earthquakes, or floods, etc.) or their resulting consequences, or
- government, regulatory, or other public-law interventions and measures for which ESK is not responsible, such as orders, general decrees, etc., that prevent the festival from taking place and that did not already exist at the time of ticket sale with effect for the event date.

Force majeure shall be deemed to exist both when an event as described above has occurred and when, based on a reasonable assessment, it is highly probable that such an event will occur in relation to the festival date. ESK shall determine, at its reasonable discretion and taking into account a reasonable period for review and consideration, whether such an event has occurred or is imminent immediately upon becoming aware of the event, in particular taking into account the interests of the ticket holders.

## 10. Cancellation / Termination / Interruption / Rescheduling / Other Changes

10.1. Our Liability in the Event of Cancellation, Termination, Interruption, Rescheduling, or Other Material Changes (see the following section for the definition) for festivals is limited in scope to reimbursement of the price printed on the ticket. Any personal arrangements made by the ticket holder or guests

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, including travel to and accommodation for the festival (unless such accommodation is on the festival's camping or RV grounds), are made at the customer's own expense and risk; we will not reimburse any expenses incurred for this purpose. The limitations set forth in Section A8 above apply accordingly to the limitation of the scope of reimbursement under this section.

- 10.2. A material change exists if the change renders the festival a fundamentally different event than a ticket purchaser could reasonably expect at the time of purchase. A change to and/or the cancellation without replacement of individual artists in or from the lineup of a music festival does not constitute a material change in this sense; this also applies to so-called "headliners."
- 10.3. If, after ticket sales for a festival have begun, the maximum number of attendees must be limited due to a pandemic, infectious diseases, or other official orders, and if the number of tickets sold at the time of the restriction exceeds the then-permitted number of attendees, ESK is entitled to cancel tickets to the extent necessary. The same applies to tickets that grant access to special areas (e.g., backstage areas). ESK will determine, through a reasonable, transparent, and non-discriminatory process, which tickets are to be canceled or converted and how any necessary redistribution of tickets will take place.
- 10.4. For canceled tickets, the visitor will be refunded the price printed on the ticket or, at ESK's discretion, receive a voucher of equivalent value if the organizer is legally entitled to issue vouchers in such cases. No further claims for compensation or reimbursement of expenses (e.g., regarding cancellation fees for travel or hotel bookings) shall exist. In all other respects, the restrictions set forth in Section A8 above apply accordingly.
- 10.5. Any further statutory rights of ESK (such as those arising from a law mitigating the consequences of the COVID-19 pandemic in event contract law) remain unaffected in any case and continue to apply.

## 11. Applicable Law, Alternative Dispute Resolution

- 11.1. The law of the Federal Republic of Germany applies, excluding German conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods. Irrespective of this, consumers with their habitual residence outside the Federal Republic of Germany may always also invoke the law of the country in which they are domiciled.
- 11.2. Please note the following:
  - Since February 15, 2016, the European Commission has provided an online dispute resolution platform [here](#). ESK's email address is: [info@deichbrand.de](mailto:info@deichbrand.de)
  - We are neither willing nor obligated to participate in dispute resolution proceedings before a conciliation body.

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## Part B Special Provisions for Tickets for Festival Add-On Services, Such as Camping Tickets, Camping Upgrades, Parking Tickets, and Other Add-On Services

These terms and conditions apply in addition to the terms and conditions set forth in Part A for the conclusion of contracts regarding festival add-ons. The purchase of tickets for festival add-ons alone does not entitle the holder to enter the concert grounds ("Infield"); this is only possible with festival tickets or bundles.

### 1. General Provisions Regarding Camping Tickets and the Use of Campsites

- 1.1. To access and use the festival campsites and camping facilities, you must purchase a camping ticket or bundle through the online shop or on-site at the festival grounds. The camping ticket grants access to and use of the general festival campsites for the duration of the festival. To access and use special camping areas (e.g., RV), separate upgrades must be purchased (see below for details).
- 1.2. Within the general camping areas, you are free to choose your own spot when setting up your camp, subject to the respective access authorization. There is no entitlement to set up your camp at a specific location. You must follow the instructions of the security staff.
- 1.3. Strict liability under § 536a BGB does not apply. In all other respects, the liability provisions in Part A apply.

### 2. Camping Upgrades

Visitors may purchase, among other things, the right to access and use specific camping areas, a designated parking space within the RV area (including an electrical hookup, if applicable), a plot of land, or accommodation in the Comfort Village (so-called "camping upgrades").

#### 2.1. General Information

##### 2.1.1. Tickets/Badges

Proof of purchase of a camping upgrade will, if applicable, be sent exclusively by mail. In this case, it is not possible to resend a camping upgrade.

Camping upgrades are non-transferable (in particular, subletting or otherwise transferring use to third parties is not permitted), and the (RV) parking area assigned with the ticket cannot be changed after ESK has accepted the rental agreement.

If a sticker authorizing the use of a motorhome space is mailed or handed out before entering the site, it must be securely and clearly displayed on the vehicle when entering the area so that security personnel can verify it. If a specific parking space has been reserved, security personnel will assign the space based on the number on the ticket or sticker. Entry may be denied if the vehicle in question is not permitted in the RV area according to the festival's RV terms and conditions (the terms and conditions are available under "More Information" before purchasing a ticket).

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ESK reserves the right to verify access authorization to the RV area via video surveillance. In this case, the vehicle registration number must be provided when purchasing the ticket. Information on data processing can be found in the festival's privacy policy.

ESK reserves the right to impose appropriate sanctions or a retroactive fee for using the RV area without a valid ticket and, if necessary, to have these enforced by a contracted service provider.

## 2.1.2. Cancellation

The customer may cancel the purchase of a camping upgrade prior to the start of the festival. The cancellation must be communicated to ESK, and the statement must clearly indicate whether the customer is canceling the purchase of the festival ticket or bundle and the camping upgrade, or only the purchase of the camping upgrade. We recommend submitting the cancellation notice on a durable medium (e.g., by letter or email).

If the customer cancels both the festival ticket or bundle and the camping upgrade in accordance with the preceding paragraph, ESK forfeits its claim to the price of the festival ticket or bundle and the camping upgrade. If the customer cancels only the camping upgrade, ESK forfeits only its claim to the price of the camping upgrade.

In both cases, we may demand reasonable compensation in lieu of the price. This does not apply if we are responsible for the cancellation or if unavoidable, extraordinary circumstances arise at the destination or in its immediate vicinity that significantly impair the staging of the festival or the transportation of persons to the venue. Circumstances are unavoidable and extraordinary if they are beyond our control and their consequences could not have been avoided even if all reasonable precautions had been taken.

We calculate the amount of reasonable compensation on a flat-rate basis. The flat rates are based on the price of the respective ticket, minus the value of any expenses saved, as well as any proceeds we may receive from re-selling the services. The flat rates also take into account the period between the notice of cancellation and the start of the festival. We will provide a breakdown of the compensation amount upon the customer's request.

If the customer cancels only the camping upgrade, the following flat-rate compensation amounts apply:

- For cancellations made up to the 30th calendar day before the start of the festival: 20%,
- from the 29th to the 15th calendar day before the start of the festival: 60%,
- from the 14th to the 3rd calendar day before the start of the festival: 80%,
- from the 2nd calendar day before through the day the festival begins: 95%

If the customer cancels both the festival ticket and the camping upgrade, we will retain 100% of the festival ticket fee plus the flat fees for the camping upgrades mentioned above as a lump-sum compensation fee.

## 2.1.3. Cancellation by ESK

We reserve the right to cancel camping upgrades up to 14 calendar days before the start of the festival if we have not received enough bookings for a camping upgrade. In

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this case, any payments already made will be fully refunded, and festival tickets and bundles will remain valid.

## 2.2. Additional Information for Accommodations in the Comfort Village

### 2.2.1. Check-In

Upon first entering the Comfort Village, the festival ticket or bundle and the accommodation ticket will be validated at the reception desk, and the customer and their traveling companions will be issued festival wristbands. Additionally, the booked accommodation will be assigned.

### 2.2.2. Use, Duration of Use, Inventory

The accommodation is rented out for a maximum of five nights starting from the beginning of the festival. On the day of arrival, the customer may occupy the site no earlier than the official opening of the camping areas, which will be announced on the festival website and in the festival app. On the day of departure, the site must be vacated by 12:00 PM at the latest.

The accommodation is rented with furnishings, which must be treated with care at all times. Smoking is prohibited in all accommodations. Any alterations to the accommodation are prohibited; it is also prohibited to change the location of the accommodation without authorization. Any costs necessary to restore the accommodation to its original condition shall be borne by the customer.

The customer must inspect the condition of the accommodation and the furnishings immediately upon check-in. If the customer does not report defects in the accommodation and/or the furnishings (including missing items) immediately, but no later than 30 minutes after check-in, the condition of the tent accommodation and the furnishings (including any missing items) shall be deemed accepted as in accordance with the contract.

Damage to the accommodation or furnishings occurring during the rental period must be reimbursed by the customer at cost price, unless neither the customer nor the accompanying persons are responsible for the damage.

### 2.1.3. Use of Electrical Outlets

For safety reasons, power outlets are limited to a maximum power of 2,000 watts per outlet.

The electricity is generated locally and is therefore susceptible to disruptions and voltage fluctuations. ESK assumes no liability for the use of the power source or for any defects in devices caused by voltage fluctuations or outages. ESK also reserves the right to suspend or interrupt the power supply (temporarily, if necessary) in the event of extreme weather conditions, for good cause, or for safety reasons. The customer has no claims in this case

The customer and her traveling companions are obligated to protect the electrical connection from liquids of any kind and to immediately report any problems with the electrical connection to security or at the front desk.

## 2.3 For contracts regarding the rental of a motorhome parking space including an electrical connection

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ESK provides electrical outlets in the form of Schuko outlets. For safety reasons, electrical outlets are limited to a maximum power of 2,000 watts per outlet.

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The customer is obligated to protect the power connection from liquids of any kind and to report any problems with the power connection to security immediately. The customer must bring a suitable connection cable for use with the power connection (16 amps, cable cross-section 2.5 mm<sup>2</sup>, minimum length 50 meters). By purchasing a ticket for the parking space including the electrical connection, the customer confirms that she has sufficient knowledge to use the electrical connection safely and responsibly. The electrical connection may be used exclusively for powering vehicles. For safety reasons, the use of power strips is prohibited.

### 3. Parking Tickets

- 3.1. To use designated parking areas at festivals, you may need to purchase a parking ticket through the festival's ticket shop or on-site from security or traffic personnel. The ticket entitles the holder to park their vehicle in a space assigned by security personnel for the duration of the festival; it must be exchanged on-site for a parking permit, which must be filled out with the vehicle's license plate number and placed in a clearly visible location behind the windshield.
- 3.2. The purchase of a parking ticket constitutes a rental agreement for a parking space for a vehicle in the designated parking areas. The parking space is assigned on-site by security or traffic personnel. There is no entitlement to a specific parking space. ESK is not obligated to provide security for the parked vehicle.
- 3.3. Parking areas must be completely vacated on the day of departure by the time published for the festival. If the parked vehicle is not removed in a timely manner, ESK is entitled, without setting a further deadline, to have it removed and stored at the expense of the visitor who parked the vehicle, unless she is not responsible for the vehicle's failure to be removed on time.
- 3.4. A refund of the rental fee in the event that the parking ticket is not used is possible only in accordance with the statutory provisions of Section 537 of the German Civil Code (BGB) and is otherwise excluded.
- 3.5. Strict liability under § 536a BGB does not apply. In all other respects, the liability provisions in Part A apply.
- 3.6. Overnight stays in vehicles parked in the parking areas are not permitted.

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## 4. Merch Bundles

With regard to the merchandise items in the Merchbundle, contractual relationships are not established with ESK Events & Promotion GmbH (“ESK”), but with FKP Eventservice GmbH, Große Elbstraße 277a, 22767 Hamburg (“FKP Eventservice”).

In this regard, ESK acts exclusively as an intermediary for a contract aimed at concluding the purchase agreement for the merchandise items.

The purchase of merchandise is subject to the General Terms and Conditions of FKP Eventservice GmbH, which are available on the respective order page or here.

## Part C: Conduct and Attendance at the DEICHBRAND Festival

The following provisions apply to the conduct and attendance of the DEICHBRAND Festival. The General Rules and Regulations for the festival grounds (1.) apply. For the parking, camping, and RV areas, the Special Rules and Regulations (2.) apply in addition.

“Festival grounds” refers to the entire area where people are present before and during the DEICHBRAND Festival, i.e., for the purposes of these Terms and Conditions, the “parking areas,” “camping areas,” and the “RV areas” as well as the area that begins after additional security checks leading to the stages and which “concert grounds” or “infield.”

### 1. General Rules and Regulations for the DEICHBRAND Festival

#### 1.1. (Re-)Entry to the Festival Grounds

Entry to the festival grounds is only permitted with a wristband featuring a secure clasp (“festival wristband”), which is issued to guests after their ticket has been validated. Upon each entry to the festival grounds, the undamaged festival wristband with its original clasp must be presented; otherwise, there is no entitlement to re-entry.

If the festival wristband is lost through no fault of ESK, it will not be replaced and the admission fee will not be refunded. The festival wristband may not be transferred to other persons.

ESK reserves the right to verify admission to the festival grounds or to specific areas of the grounds using an RFID chip attached to the festival wristband.

#### 1.2. Security Checks

For security reasons and to minimize waste, a security check will be conducted by security personnel employed by ESK each time you enter the festival grounds. Certain items (e.g., weapons, illegal drugs, etc.) may not be brought onto the festival grounds or carried there. A current list of prohibited items for each area of the festival grounds (infield, camping areas) is available on the festival’s website [here](#) for the camping areas and [here](#) for the infield. If guests are not willing to surrender prohibited items at the entrance and thereby—implicitly, if necessary, by surrendering the prohibited items—agree to have the items disposed of, the security service will deny entry. ESK is not obligated to store surrendered items; there are no claims regarding the disposal of surrendered prohibited items.

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It is prohibited to store prohibited items in the lockers in the entrance area.

Security personnel are authorized to approach guests throughout the festival grounds if there is reasonable suspicion that they are carrying prohibited items, to question them about this, and, if the guests cannot dispel the reasonable suspicion, to search them for prohibited items.

Security personnel are also authorized to conduct additional security checks when guests are moving to other areas of the festival grounds, e.g., from camping areas to the infield.

## 1.3. Entering the Concert Area (“Infield”)

The following additional rules apply to entering the concert grounds: There are drinking water stations available free of charge on the event grounds. It is not permitted to bring your own beverages into the infield. Information regarding the permitted forms of beverage containers that may be brought into the infield will be announced in a timely manner prior to the event on the festival’s website [here](#) and/or in the festival app.

## 1.4. Regulations for Minors

The regulations regarding admission for children and young people under the age of 18 can be found [here](#) on the festival’s website. In all other respects, the statutory provisions of the Youth Protection Act (JuSchG) apply.

## 1.5. Exclusion of Guests

ESK reserves the right to deny access to the festival grounds to guests who are visibly intoxicated or otherwise disruptive, even if they are wearing a properly attached and undamaged wristband. The assessment and instructions will be provided by security personnel, and guests must comply with them.

If guests significantly violate the rules and regulations, ESK is entitled to exchange the festival wristband for a “yellow wristband.” Guests with a “yellow wristband” must leave the festival grounds (or a designated area) and may not re-enter until the following calendar day, provided they have spoken with security and security determines that the guests will now comply with the house rules. If a “yellow wristband” is issued to a guest a second time, ESK is free to permanently ban them from entering the festival grounds. In none of the aforementioned cases will the admission fee be refunded.

In the event of good cause, particularly if guests commit criminal offenses on the festival grounds (e.g., assault, theft, drug trafficking) or engage in acts that give rise to suspicion of criminal offenses (e.g., anti-state and/or potentially seditious slogans), or set off fireworks, ESK is entitled to immediately exclude them from the festival. If ESK exercises this right, the admission ticket or festival wristband loses its validity. Any claim for readmission or a refund of the ticket price is excluded.

## 1.6. Consent to the creation and use of audio and video recordings

ESK will film, livestream, photograph, and make audio and audiovisual recordings of the festival. These recordings may include members of the audience. By entering the festival grounds, guests irrevocably consent to the free use of their likeness and voice for photographs, live broadcasts, broadcasts, and/or recordings of visual and/or audio material created by ESK in connection with the festival, as well as to their subsequent use in all current and future media (such as, in particular, in the form of audio and audiovisual media and digital distribution, e.g., via the Internet). This means, in particular, that guests grant ESK the right, unrestricted in terms of time, location,

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and content-wise, to record the guest's likeness, voice, actions, and/or statements in any form free of charge without the separate consent of individual guests, and to reproduce, broadcast, make publicly available, and/or otherwise distribute them in media of its choice for any commercial and non-commercial purposes. This includes the right to transfer this right to third parties, such as agents and licensees.

## 1.7. Cameras, recording devices, image and sound recordings

Only 35mm cameras and cell phones with camera functions are permitted on concert grounds. It is not permitted to bring SLR cameras, cameras with zoom lenses or video functions of any kind, video cameras, or audio recording devices of any kind, such as tape recorders, MP3 recorders, and voice recorders. ESK is entitled to deny guests access to the infield if they are not willing to surrender the devices at an entrance area. ESK is not obligated to store surrendered items.

Guests may store their belongings either in the lockers in the entrance area or in their vehicles. ESK does not guarantee that lockers will be available in the entrance area or that any available lockers will be vacant. A fee is payable for the use of any available lockers. Claims against ESK for the unauthorized theft of items from the lockers are excluded, unless ESK is responsible for the theft due to intentional acts or gross negligence.

All rights to audio and audiovisual recordings of the festival for commercial exploitation lie exclusively with ESK. No one may record, broadcast, and/or make such recordings publicly available for commercial purposes without the prior written consent of ESK. This includes, in particular, the distribution of such recordings directly via the Internet.

## 1.8. Hearing Damage

ESK is liable for hearing damage only in cases of intent or gross negligence or if a duty of care regarding safety has been culpably breached. Guests should avoid standing in close proximity to loudspeakers; relevant barriers must be strictly observed. Standing in close proximity to loudspeakers or beyond barriers is at the guests' own risk. In any case, the use of earplugs—especially near the stages—is strongly recommended.

## 1.9. Access Restrictions

Access to areas of the festival grounds with limited capacity will be granted only within the limits of the officially approved guest capacity. If the venue reaches maximum capacity, access may be temporarily restricted without this entitling the ticket holder to a (partial) refund of the ticket price.

## 1.10. ESK's Liability for Theft, etc. / Lockers

ESK is liable only within the limits of [Error! Reference source not found](#). No. 8 for damages and losses incurred by guests due to burglary, theft, fire, natural disasters, or similar events. Valuables may be deposited in lockers in the entrance area of event venues for a fee. ESK does not guarantee the availability of lockers. Guests have no right to the availability of a locker.

## 1.11. Prohibitions

The following is prohibited:

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- making offensive, sexist, racist, anti-Semitic, anti-constitutional, or clearly unlawful statements; or wearing clothing or badges bearing offensive, sexist, racist, anti-Semitic, anti-constitutional, or clearly unlawful statements and symbols (including symbols of, or recognizable references to, anti-constitutional organizations); this includes displaying and carrying corresponding posters, banners, flags, etc.;
- endangering other guests in any way—in particular through crowd surfing or the use of pyrotechnics (including fireworks and Bengal lights) -> the use of pyrotechnics will be reported to the authorities;
- maintaining open fires;
- Using emergency exits and stairways as seating;
- Bringing animals into the venue;
- Disposing of waste outside of the provided trash cans and containers;
- urinate and/or defecate outside the designated restrooms;
- Intentionally damaging objects or facilities (this includes any significant and non-temporary alteration to their appearance, e.g., through graffiti) -> such damage will be reported to the authorities;
- Climbing on or onto embankments, fences, light poles, buildings, electrical boxes, dumpster containers, trash cans, or other infrastructure facilities;
- Dumping substances that pose a risk to water or cause water pollution into the ground;
- entering the military security zone near the festival grounds;
- Collecting recyclable materials (e.g., bottles or cans) for which a deposit is refundable, for the purpose of generating income -> we reserve the right to exclude guests who violate this obligation from attending the festival and to confiscate the collected recyclables;
- operating sales stands without ESK's consent; consent from ESK may be requested prior to the start of the event; the operation of unauthorized sales stands may result in immediate exclusion from the festival; we also reserve the right to confiscate the goods offered for sale and return them only after the festival has ended.

## 1.12. Rules

You must follow the instructions of security personnel at all times. Please move quickly through emergency exits and stairwells.

Please be considerate of other festival guests.

## 1.13. Unauthorized presence on the festival grounds

Persons found on the festival grounds without authorization will be reported for fraud (§ 265a StGB) and trespassing (§ 123 StGB).

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## 2. Special Rules for Parking, Camping, and RV Areas

### 2.1. Guest arrival, parking, towing, and allocation of spaces at the DEICHBRAND Festival

Guests are responsible for their own travel to the festival and park their vehicles at their own risk. Vehicles may only be parked in designated parking areas or spaces; these may be subject to a fee.

Illegal parking is prohibited and will be reported to the authorities. ESK expressly notes that parking and camping areas are separate.

There is no entitlement to a specific parking, camping, or RV site. Parking, camping, and RV sites are assigned by security or traffic personnel. Emergency and rescue routes must be kept clear at all times.

ESK notes that some of the areas designated as parking lots are meadows and/or farmland. Accessibility to these areas may be difficult or restricted due to weather conditions.

ESK assumes no liability for the towing of vehicles by third parties. We do not offer a towing service, but can, upon request, put guests in contact with a towing company at no cost to them. ESK assumes no liability for the selection of the towing company; in particular, we do not guarantee that it is a licensed towing company. Guests are obligated to arrange for the towing of their vehicles on their own. The hiring of a third party to perform the towing is at the guests' own risk and responsibility, even if ESK has facilitated the contact. ESK expressly points out that towing vehicles using vehicles not intended for that purpose (e.g., tractors) may result in damage to the vehicle being towed.

If a vehicle is parked in a parking area without a clearly visible and completed authorization form (see Part B, No. 3 above), we will charge a processing fee of €50 in addition to the price of the parking ticket (currently: €30); We expressly reserve the right to claim additional costs for identifying the person registered as the vehicle owner or for collecting the debt.

The parking and camping guidelines published [here](#) on the DEICHBRAND Festival website apply in addition; the instructions of the security staff must also be followed in this regard.

### 2.2. Closure / Evacuation of Areas

For safety reasons, ESK is entitled to temporarily or permanently clear and cordon off individual parking, camping, and RV areas without this entitling the holder to a (partial) refund of the ticket price. ESK's instructions in this regard must be followed immediately to avert danger to life or limb.

### 2.3. Camping and Use of the Camping Area

Camping is permitted only in the designated camping areas and only for individuals who have purchased a camping ticket or a bundle. Camping in areas not designated for this purpose is prohibited. Wild camping is prohibited and will be reported to the authorities. ESK reserves the right not to open all camping areas at the same time, but to open them in sections as needed and on a phased basis.

[The](#) festival's website indicates how long the camping areas are open. Guests must vacate the area they have used by the time the camping area closes at the latest. If any of the guests' belongings remain on the camping area after it closes, ESK is entitled to

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dispose of them. ESK is under no obligation to store items that remain on the camping area after it has closed.

When camping, please observe environmental protection guidelines, the principles of waste reduction, and proper waste disposal. Setting up fire pits without authorization is prohibited throughout the festival grounds due to the resulting fire hazard.

Luggage may be transported from parking areas to camping areas using handcarts, sack trucks, or push trolleys; the use of vehicle trailers on camping areas is not permitted.

## 2.4. Use of RV Areas

In areas of the festival grounds designated as RV areas, it is permitted to spend the night in certain vehicles. Information on which vehicles are permitted for access and overnight stays in RV areas is available under "More Information" before purchasing a ticket. Access and parking of vehicles require the purchase of a valid RV ticket and the display of an RV sticker—bearing the mobile phone number of the RV ticket purchaser—in a clearly visible location on the vehicle's windshield. One pavilion or tent (for camping) may be set up in the immediate vicinity of each vehicle (maximum 3m x 3m).

Since the vehicle used cannot be inspected at the time of purchasing the RV ticket, ESK reserves the right to deny access to RV areas to vehicles that do not meet the aforementioned conditions. A refund of the fee already paid for the RV ticket is excluded; compliance with the aforementioned conditions is the sole responsibility of the RV ticket holder.

The same applies to ESK's ongoing monitoring of compliance with the aforementioned conditions during parking.

The fee paid for the use of RV spaces constitutes solely the fee for the provision of the parking space. It does not include or justify any security or surveillance services by ESK, nor any other services or duties of care, except as required by mandatory legal provisions.

## 2.5. Operation of Sound Systems

The operation of sound systems (excluding generators) is permitted during the daytime; loudspeakers must be positioned so as not to disturb surrounding guests. The maximum volume may be limited by security personnel to protect residents. The operation of sound systems is not permitted during quiet hours. Typically, the period between 2:00 a.m. and 8:00 a.m. is considered quiet hours. Daytime and nighttime quiet hours may vary by festival; shorter or longer nighttime quiet hours will be announced on the festival's website and/or in the festival app.

## 2.6. Prohibition of Barriers / Holes

No trenches (rain gutters) or other holes (e.g., for cooling) may be dug in the camping and RV areas.

## 2.7. Emergency Exits

It is essential to observe the emergency escape routes marked on the ground. They must be kept clear under all circumstances. The markings must not be altered or removed.

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## 2.8. Use of cooking equipment / open flames / campfires

Open fires and campfires are not permitted.

Certain gas cooking appliances are permitted; they must be in perfect working order and comply with German and/or European standards (such as DIN or EN). Only gas cartridges (pierce-type and valve-type cartridges) with a maximum filling weight of 500g may be used.

## 2.9. Barbecues

Barbecuing is permitted using disposable or tripod grills. In the event of a storm or similar weather conditions, such as a risk of forest fire, barbecuing may be prohibited for safety reasons. If a fire breaks out, security must be notified immediately, even if the fire has been extinguished.

To prevent accidents, the use of alcohol, gasoline, or other flammable liquids is strictly prohibited. Only commercially available charcoal lighters may be used, in accordance with the instructions for use. The grill must never be left burning or smoldering unattended. It is prohibited to dump charcoal on the lawn to let it smolder or to place or dispose of it while still glowing in trash cans or containers.

## 2.10. Trash Disposal

At the festival wristband distribution points, guests will receive a trash bag after putting on their wristband.

During the festival, waste must be disposed of in the bins and containers provided at the designated waste collection points. While supplies last, additional trash bags will be distributed free of charge by security staff.

## 2.11. Maintenance of Paths, Facilities, and Equipment

Paths, facilities, and all equipment in the camping and RV areas must be kept clean and treated with care. This also applies to the toilets, showers, and washrooms provided. For hygiene reasons, wastewater may only be disposed of in the designated drains.

## 2.12. No Smoking

Smoking is not permitted in wooded areas, enclosed spaces, or tents.

## 2.13. Check-out / Cleaning

At the end of your stay, the campsites must be left in a tidy condition.

Packing up, cleaning your own site, disposing of trash, and departure must be completed by the time the campground closes (the date and time will be announced on the festival's website [here](#) and in the festival app). If any guest belongings remain on the campground or RV areas after closing, ESK is authorized to dispose of these items. ESK is under no obligation to store such items.

If the festival is canceled or cut short after guests have entered or driven onto the camping or RV area, the above provisions shall apply; ESK will give guests a reasonable amount of notice.

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## 2.14. Other Instructions / Notices

In addition to the (General and Special) House Rules, the current notices and instructions from the on-site security staff, as well as the current information on the festival website ([here](#)) and in the festival app, apply.

## 3. Cashless Payment on the Festival Grounds

ESK reserves the right to require the use of a so-called closed-loop cashless payment system for the purchase of goods and services throughout the festival grounds or in parts thereof. This is a cashless payment system in which guests can load credit onto an RFID chip before and during the event; this chip is either attached to the festival wristband or provided to them in another manner. Payments can be made on the festival grounds using the loaded chip.

ESK reserves the right to use such a closed-loop system either exclusively or in addition to other payment methods. The use of a cashless payment system will be announced well in advance of the festival via the festival website and, if applicable, through other appropriate information channels.

The use of such a cashless payment system is subject to the applicable terms of use, which will be made available in a timely manner prior to the start of the event.

## Part D – General Terms and Conditions for the Cashless Purchase of Goods and Services Within the Event Venue

The following General Terms and Conditions (“GTC”) of ESK Events GmbH (hereinafter also “ESK,” “we,” “us”) govern the use of wristbands equipped with RFID chips or other data carriers (hereinafter “Chip”) for the cashless purchase of goods and services offered within the festival grounds.

For the sake of better readability, the feminine form (“customer,” “consumer,” etc.) or the plural form (“guests,” etc.) is used when referring to people. These terms apply equally to people of all genders.

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## 1. General Provisions

1.1 ESK, as well as various partners and service providers, independently offer goods and services to guests within the festival grounds. These services are provided in the respective providers' own names and on their own account. The customer's contractual partner with regard to the purchase of these goods or services is exclusively the respective provider.

ESK is generally not involved in these sales and service transactions, unless ESK is expressly named as the provider or seller at the sales stand, in the offer, or on the invoice. This applies in particular to the sale of food and beverages, the operation of rides (e.g., Ferris wheel), and the sale of third-party merchandise.

1.2 Purchases of goods and services offered on the festival grounds can only be made using the chip issued upon entry to the festival grounds. The chip is issued by ESK and, in addition to enabling cashless payments, also serves as a means of access control, e.g., for certain areas of the festival grounds. Additionally, certain authorizations, such as access to food and beverage services for guests, service providers, or ESK employees, can be stored on the chip.

ESK uses an external service provider for the technical implementation of cashless payments as well as for conducting admission and access controls.

## 2. Conclusion of Contract

2.1 Upon receipt or reloading of the chip, a usage agreement regarding the use of the chip in accordance with these Terms and Conditions is concluded between the customer and ESK.

2.2 The chip is issued exclusively for a specific edition of the DEICHBRAND Festival. It serves both as a means of payment and, where applicable, as a means of access. Use of the chip for other events—including those organized by ESK or its affiliated companies—is prohibited.

## 3. Issuance, Use, and Return of the Chip

3.1 The chip is issued by ESK upon entering the festival grounds after presenting a valid festival ticket.

3.2 The customer must attach the chip to their wrist immediately upon receipt, following the instructions of the staff at the distribution point, or keep it in a safe place. If there are any uncertainties or problems with attaching the chip, the staff at the distribution point should be consulted.

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## 3.3

The chip remains the property of ESK. The customer receives it on loan exclusively for the duration of her stay at the festival. No separate fee is charged for the provision of the chip.

## 3.4

The customer is obligated to keep the chip in a safe place, treat it with care, and, in particular, protect it from theft, loss, and misuse.

## 3.5

The customer is liable for lost, damaged, heavily soiled, or misused chips. The customer must indemnify ESK in this regard. ESK assumes no liability for the loss, theft, or unauthorized use of the chip, unless ESK caused the incident through its own fault.

## 3.6

Theft, loss, or misuse of the chip must be reported to ESK immediately upon discovery. In addition, the incident must be reported to the police. A copy of the police report must be provided to the staff at the distribution point without being specifically requested.

## 3.7

The chip contains sensitive electronics. It must not be opened, modified, or exposed to strong magnetic fields. Reading, modifying, or copying the stored data is strictly prohibited.

## 3.8

If the customer notices a malfunction or defect in the chip, this must be reported to the staff at the issuing office immediately. In this case, the chip will be replaced free of charge and any remaining credit will be transferred.

## 3.9

ESK is entitled to block the chip if there are objective reasons related to security or a suspicion of unauthorized or fraudulent use. In such cases, the customer will be notified immediately via email at the address provided during the top-up process.

## 3.10

After the festival ends, the chip remains with the customer. To receive a refund for any remaining credit, the chip number (on the back) must be provided. If the chip number is lost or illegible, a refund is not guaranteed. ESK will endeavor to facilitate a refund in justified cases based on other identifying features.

## 3.11

The chip balance can be topped up, provided this is available for the respective festival. Topping up is possible online in advance as well as at the designated top-up stations on-site. The specific payment methods can be found on the on-site notices and the online platform. Topping up with cash is only possible at the staffed cashless helpdesks on the festival grounds. Top-ups are only possible in euros.

## 3.12

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The chip is personalized and may not be transferred to third parties. 3.13  
We reserve the right to set a minimum top-up amount or a maximum permitted top-up amount.

## 3.14

No interest is paid on the credit balance on the chip.

## 4. Purchase of Goods and Services

### 4.1

The chip can be used on the festival grounds to purchase goods and services at appropriately marked sales points (hereinafter “acceptance points”) within the limits of the available credit balance. ESK does not guarantee that all vendors on the grounds will accept payment via the chip.

### 4.2

To make a payment, the customer holds the chip up to the reader (POS terminal) provided by the respective acceptance point. The device automatically reads the chip and verifies the stored data, in particular the amount of available credit.

### 4.3

Once the stored data has been successfully verified, a contract for the sale of goods or services is concluded between the customer and the respective provider (see Section 1.1 of these Terms and Conditions). The amount due is immediately deducted from the balance on the chip. The transaction is binding upon completion of the payment process—cancellation is not possible once the payment has been initiated.

### 4.4

ESK assumes no liability for verifying personalized authorization of individual payment transactions. ESK reserves the right to reject transactions, particularly if the chip has been blocked or there is reasonable suspicion of unauthorized or fraudulent use.

### 4.5

Credits—such as those resulting from returns or complaints—are issued exclusively as a credit to the customer’s chip balance.

## 5. Privacy

### 5.1

ESK always processes personal data in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR).

### 5.2

Information regarding the processing of personal data in accordance with Articles 13 and 14 of the GDPR is provided by ESK on the cashless web portal set up for the festival.

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## 6. Termination of the Contractual Relationship

### 6.1

The contractual relationship between ESK and the customer regarding the use of the chip ends upon the full redemption of the credit stored on the chip ("remaining credit"), subject to Section 6.4. Rights and obligations established prior to the termination of the contractual relationship remain unaffected by this.

### 6.2

After the festival ends, the customer may request a refund of the remaining balance. The request must be submitted within a period announced by ESK (e.g., via the festival website and the FAQs) through the cashless portal or subsequently by email [tocashless@deichbrand.de](mailto:tocashless@deichbrand.de). The refund will be issued within 14 days of receipt of the request. The right to a refund arises upon the end of the event. The statutory limitation periods apply.

### 6.3

If the customer notices that the balance on the chip is higher than the amount that was actually loaded, ESK must be notified immediately. The excess balance must not be used and must be refunded to ESK if necessary.

### 6.4

If ESK and the customer have expressly agreed that the chip will not be loaded in advance but will be charged afterward ("postpaid model"), the customer agrees to pay the amount shown on the invoice to ESK by the due date.

### 6.5

In the event of good cause, the contractual relationship may be terminated by either party at any time with immediate effect.

## 7. Exclusions and Limitations of Liability

### 7.1

ESK shall be liable without limitation in accordance with the provisions of the Product Liability Act, in cases of intent or gross negligence, in cases of fraudulent misrepresentation, and in cases of injury to life, limb, or health.

### 7.2

In addition, ESK shall be liable if and to the extent that an expressly provided warranty is breached.

### 7.3

In the event of a breach of material contractual obligations due to slight negligence, ESK's liability is limited to foreseeable damages typical for this type of contract. Material contractual obligations are those whose fulfillment is essential for the proper performance of the contract and on whose compliance the customer may regularly rely.

### 7.4

Otherwise, liability for simple negligence is excluded.

### 7.5

The limitations and exclusions of liability set forth in this Section 7 shall apply mutatis mutandis in favor of ESK's officers, employees, and vicarious agents, as well as to their personal liability.

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## 8. Applicable Law / Place of Performance / Jurisdiction / Dispute Resolution

### 8.1

All legal relationships between ESK and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the conflict-of-laws provisions of German private international law.

Notwithstanding the foregoing, for consumers with their habitual residence abroad, the mandatory consumer protection provisions of the country in which the customer has her habitual residence shall remain applicable, provided that these provisions may not be deviated from by agreement.

### 8.2

The place of performance for all services, deliveries, and payments under these Terms and Conditions is—provided the Customer is an entrepreneur, a legal entity under public law, or a special fund under public law—Cuxhaven, Germany.

### 8.3

The venue for all disputes arising directly or indirectly from the contractual relationship is—to the extent permitted by law—Cuxhaven, if the customer is an entrepreneur, a legal entity under public law, or a special fund under public law, or does not have a general venue in Germany.

ESK reserves the right to sue the customer at the customer's general place of jurisdiction or at any other legally permissible venue. Mandatory statutory venues of jurisdiction remain unaffected.

### 8.4

The European Commission provides a platform for online dispute resolution at <https://ec.europa.eu/consumers/odr/>. ESK's email address is: [info@deichbrand.de](mailto:info@deichbrand.de).

### 8.5

If the customer did not purchase her tickets via the Internet, ESK notes that it does not participate in out-of-court dispute resolution proceedings within the meaning of the Consumer Dispute Resolution Act.

## 9. Communication

The following contact options are available for questions or concerns:

For technical or system-related questions regarding the cashless system: [cashless@deichbrand.de](mailto:cashless@deichbrand.de)

For general festival inquiries: [info@deichbrand.de](mailto:info@deichbrand.de)

As of: July 21, 2025

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