



Terms and Conditions of Mueller & Seidenspinner GbR (Vibrancy Music)

Status: 01.12.2023

1. Organizer

The organizer is Mueller & Seidenspinner GbR, represented by Dominik Seidenspinner and Felix Mueller.

2 Scope of the General Terms and Conditions

- a) The General Terms and Conditions (hereinafter referred to as "GTC") shall apply between the purchaser of a ticket and the organizer and/or the visitor and the organizer. By purchasing a ticket, the ticket purchaser and the visitor (hereinafter "Customer") conclude an event contract with the Organizer.
- b) Every customer and visitor acknowledges the rights and obligations arising from these GTC when purchasing a ticket or entering the festival grounds.

3. Sale of the ticket via third-party providers

- a) A ticket request on the website does not contain a contractual offer, but merely an invitation to the customer to submit an offer. The offer to conclude a contract is made by the customer by entering all relevant data in the order form and transmitting it electronically to the respective advance booking office (e.g. Vivenu, Ticket iO and other advance booking offices). A final contract with the customer is only concluded once the order has been confirmed and invoiced by the advance booking office.
- b) An order is only possible for customers who are of legal age and have full legal capacity.
- c) A return of tickets is generally excluded. There is also no right of withdrawal for online orders in accordance with § 312 g para. 2 no. 9 BGB.

4. Transfer of tickets

- a) The transfer or sale of tickets and the associated transfer of the right to visit to a third party is permitted in principle, unless
 - aa) the third party has been banned from the premises and the customer was or should have been aware of this fact
 - bb) the ticket is offered at a higher price than the nominal price of the tickets) it is a commercial or business resale.dd) it is a personalized or non-transferable ticket
 - ee) the sale is brokered by unauthorized third parties, in particular Internet service providers, carried out via unauthorized third parties or processed by unauthorized third parties, in particular marketplaces and ticket resellers on the Internet not authorized by the organizer (e.g. eBay).ff) the transfer is directly or indirectly related to advertising measures, unauthorized travel packages, bonus gifts or competitions.
- b) Should the organizer determine that the customer has violated one or more of the regulations under a), the organizer may block the corresponding tickets and refuse the

customer/ticket holder access to the festival grounds without compensation or expel him/her from the grounds, refuse future sales of tickets of any kind to the customer, impose a house ban, and demand payment of an appropriate contractual penalty of up to a maximum of EUR 2,500.00 for each violation of 4 a). The exact amount of the contractual penalty shall be determined by the organizer in each individual case at its reasonable discretion and, in the event of a dispute, shall be reviewed for its appropriateness by the competent court. The contractual penalty shall be offset against any claims for damages by the organizer due to the breach. In such a case, the organizer reserves the right to report the incident in an appropriate manner, including the name of the customer, in order to prevent the tickets from being used in breach of contract in the future.

c) If the ticket is lost, it will not be replaced.

5. Admission to the event site

a) Access to the event site is only possible with a valid ticket. The ticket entitles the holder to one admission to the event site and only for one person. Re-entry after leaving the event site is expressly excluded (with the exception of a weekend ticket).

b) Upon entry to the festival site, a security check will be carried out by the security staff on site. The staff are instructed to carry out a body and bag search of visitors, particularly when entering the event site. Visitors agree to this.

c) The organizer reserves the right to refuse admission to the festival site to individual visitors for good cause. Good cause includes in particular

aa) the carrying of prohibited items (in accordance with section 6)

bb) a visitor who is obviously heavily intoxicated by alcohol or narcotics

cc) an obviously homophobic, sexist, racist or inhuman attitude of the visitor.

dd) a violation or deliberate circumvention of youth protection regulations by the visitor himself or accompanying persons

d) If there is an aforementioned important reason for refusing admission, the admission ticket or festival wristband loses its validity and the admission price will not be refunded.

e) There is sufficient space for all festival visitors in front of the outdoor stages on the event site. Access to the stages, VIP areas, tents and indoor stages is limited and already restricted due to official regulations. The organizer is entitled to block access to these areas in whole or in part, temporarily or permanently, if the capacity limit is reached. In addition, there is no right to re-entry when leaving these areas within the event grounds. It is therefore strongly recommended that you arrive in good time. The instructions of the stewards must be followed.

6. Prohibited items

a) The carrying of glass bottles of any kind, other glass containers, animals, weapons of any kind (also in the technical sense), flares, pyrotechnic objects, dry ice, sparklers, sky lanterns, drones (as well as their remote control over the site), vuvuzelas, megaphones, commercial, political or religious objects of any kind, including banners, signs, symbols or flyers as well as dangerous objects of any kind is prohibited on the entire festival site and the campsite.

- b) The instructions of the staff must be followed. The organizer reserves the right to immediately expel visitors from the event site in the event of non-compliance.
- c) The organizer is also entitled to temporarily store and take possession of prohibited items.

7. House rules / Rules of conduct / Photography and filming

a) The house rules are exercised by the organizer or its staff (including the security services employed). The house and festival site rules apply on the festival site. The instructions of the organizer's staff must be followed at all times. Among other things, visitors are prohibited from the following on the festival site

- aa) to carry prohibited items,
- bb) to use physical violence against other visitors, the organizer's staff or other third parties,
- cc) to throw objects at the stage or other visitors,
- dd) urinate or defecate outside the toilets,
- ee) to damage, paint, spray or soil structural installations, walls, objects, etc,
- ff) to trade commercially, carry out advertising measures or marketing campaigns without the prior written consent of the organizer.
- gg) to enter areas and rooms that are not open to general visitors or to climb onto stages, tents, trusses or similar.

b) The taking of photographs and video recordings using smartphones or digital cameras (no professional equipment) for private use is permitted. The personal rights of third parties must be respected at all times. Any further production of film or sound recordings of any kind and their publication online or offline without the permission of the organizer is prohibited.

c) Visitors who violate the above rules of conduct may be expelled from the festival site by the organizer or its staff and banned from the premises.

d) If there is an important reason as mentioned above and the organizer expels the visitor from the venue, the ticket or festival wristband loses its validity. The admission price will not be refunded in this case.

8. Event Cancellation / Event Curtailment / Event Procedure

a) If the event is canceled before the start of the event for other reasons of force majeure, the purchased tickets remain valid for the rescheduled date, which the organizer must announce within one month of the cancellation. A refund of the ticket purchase price is excluded.

b) The Vibrancy Open Air will take place in all weather conditions. However, if the weather conditions give reason to fear danger to life, limb or health for visitors, artists or staff, the festival will be stopped immediately. In this case, as well as in the event of cancellation of the festival already in progress for other reasons of force majeure, in particular due to an official order or court decision, there shall be no claim for reimbursement or compensation, unless the organizer can be accused of intent or gross negligence.

c) Liability for consequential damages due to a postponement or cancellation of the event is excluded.

d) The organizer has no influence whatsoever on the design, length and content of the individual performances and therefore accepts no liability towards the visitor.

e) The ticket entitles the holder to one visit to the festival site. In the event of changes to the program, the cancellation of individual shows or performances or concerts by individual

artists, including so-called headliners, the visitor therefore has no claims against the organizer as long as the deviations remain within certain limits and the overall character of the festival is preserved.

f) Delays and changes to individual program items are possible. The organizer will immediately announce any changes online on the event homepage.

9. Health impairment due to loudness

a) The visitor is aware that the Vibrancy Open Air is particularly loud, especially in front of the stages, and that there is a risk of possible damage to health, especially hearing damage. The organizer will endeavour to ensure that visitors are not harmed by the noise level by providing suitable technical equipment, limiting the volume and selecting individual venues. Irrespective of this, however, it is strongly recommended that earplugs are used, especially when standing close to the loudspeakers.

b) The location in front of or on the respective stages as well as the duration of the stay must be adapted by the visitor to the individual listening habits and the associated tolerability.

10. Youth protection

a) The general provisions of the law on the protection of young people in public apply to every event.

b) The Vibrancy Open Air is only open to persons aged 18 and over.

11. Haftungsbeschränkung

a) The organizer shall be liable within the scope of this contract in the event of statutory or contractual liability for compensation for damages or reimbursement of futile expenses caused by the organizer, its legal representatives or vicarious agents, in the event of intent and gross negligence. In the event of a slightly negligent breach of a primary performance obligation or a secondary obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer could rely (hereinafter "essential secondary obligation"), the liability of the organizer is limited to damages typical for the contract and foreseeable at the time of conclusion of the contract. The organizer is not liable for the slightly negligent breach of contractual secondary obligations that are not part of the essential secondary obligations.

b) Claims due to culpable causation of damage to life, limb or health, under the Product Liability Act, due to fraudulent misrepresentation, due to a guarantee of quality assumed by the organizer or for a procurement risk assumed by the organizer remain unaffected.

c) The limitation of liability also extends to the personal liability of the organizer's legal representatives and vicarious agents.

d) The organizer is not liable for lost or damaged items. Parking in designated parking lots or on the camping grounds is at the participant's own risk.

12. Right to one's own image

The organizer and third parties commissioned by the organizer are entitled to produce image, sound and audiovisual recordings of the visitors during the events without remuneration for the persons depicted and to use them or have them used in any way in all

known and future media, in particular for reporting in all media including the Internet, on audio or video carriers as well as for advertising the festival, for sponsorship acquisition and for all other business activities of the organizer and its affiliated companies. All rights may also be transferred to third parties for the aforementioned purposes.

13. Data Privacy Policy

Please go to www.vibrancy-music.com/data-policy/

14. Miscellaneous

- a) German law shall apply exclusively.
- b) The organizer reserves the right to amend the GTC at any time.
- c) Should any provision of these terms and conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. A provision that comes closest to the intended purpose in a legally effective manner shall replace the invalid or unenforceable provision. The same applies in the event of loopholes.
- d) It is pointed out that the organizer is not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration board.