

General Terms & Conditions

The following General Terms and Conditions (“**T&Cs**” or “**terms**”) of FKP Scorpio Konzertproduktionen GmbH (“**FKP Scorpio**”, “**we**”, “**us**”) govern the purchase of Festival Tickets and further services for the open-air festival Hurricane Festival organised by FKP Scorpio (the “**Festival**”), as well as the conditions for attending the Festival, irrespective of whether the tickets were purchased directly from us or via a third-party platform.

By purchasing Festival Offers and/or attending the Festival, the applicability of these T&Cs is accepted.

Overview

Part A - General Terms / Ticket Purchase

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Part A – General Terms / Ticket Purchase

1. Scope

1.1. For all contracts for the purchase of Festival Tickets and Additional Festival Services, as well as for attendance at the Festival, only these T&Cs apply in relation to FKP Scorpio.

If Festival Offers include the right to use transport services provided by third parties (e.g. transport associations), the terms and conditions of those third parties apply to those transport services. We ask customers to familiarise themselves with the terms and conditions of the third parties in relation to the transport services. Any claims relating to the transport services must be asserted against those third parties.

A Festival Ticket entitles the holder solely to enter the Concert Area (“**Infield**”) during the event period, but not to enter or use the festival campsites or camping infrastructure. Additional Festival Services may also be purchased, in particular:

- access to and use of the festival campsites and camping infrastructure (“**Camping Ticket**”);
- authorisation to use parking spaces (“**Parking Ticket**”);
- access to and use of special camping areas or tent accommodation (“**Camping Upgrade**”);
- beverage pre-orders;
- various VIP Upgrades (e.g. access to the Gold Platinum Lounge).

Special terms may apply to these Additional Festival Services (under Part B). Festival Tickets and Additional Festival Services are collectively referred to as “**Festival Offers**”.

2. Ticket Purchase

2.1. Conclusion of contract, cancellation

2.1.1. The offer to conclude a contract is made by the customer by clicking on the “**Buy Now**” button (“**Order**”). The contract for the purchase is concluded only and exclusively when we send the customer the transaction number by email (“**Confirmed Order**”).

2.1.2. We are entitled to cancel a Confirmed Order without compensation and without notice (unilateral right of withdrawal) if the customer breaches the terms set out in section 2.2 or other specific terms which were referred to before the Order was placed (e.g. breach of a restriction on the number of tickets per customer). The same applies if, after conclusion of the contract, the purchase price due is subsequently charged back, e.g. by reversal, chargeback, payment cancellation or a PayPal dispute or buyer protection case, unless the chargeback or payment cancellation is due to a circumstance for which we are responsible.

2.1.3. The declaration of cancellation/withdrawal may also be made implicitly by crediting the amounts paid for the Festival Offers. Sections 346 et seq. BGB apply to the cancellation/withdrawal, excluding Section 350 BGB. In the event of cancellation, all affected Festival Offers will be blocked or invalidated.

2.1.4. We assume no liability for the accuracy of the information provided during the order process. Festival Offers are available while stocks last.

2.2. Prohibition of commercial resale and use of tickets for competitions/raffles

2.2.1. The commercial resale or any other commercial transfer of Festival Offers is not permitted. Festival Offers may not be sold at a higher price than the price at which the Festival Offer was purchased from FKP Scorpio ("Original Price") plus proven fees charged upon purchase. They may also not be publicly offered for sale at such a price or in an auction.

2.2.2. Festival Offers may only be used for competitions/raffles with the prior consent of FKP Scorpio.

2.2.3. In the event of a breach, we also reserve the right, in addition to possible cancellation under section 2.1.2, to impose a contractual penalty to be determined at our reasonable discretion, payable by the customer and, in the event of a dispute, subject to review by the competent court as to its appropriateness, including as to amount. As a rule, the contractual penalty will amount to 50% of the Original Price. Other claims of FKP Scorpio remain unaffected; however, the contractual penalty shall be set off against any corresponding claim for damages.

2.3. Price components and payment terms

2.3.1. Depending on the order modality, payment is usually possible by credit card (VISA, MasterCard, American Express) or PayPal. We reserve the right to add further payment methods. Statutory VAT is included in the price communicated by FKP Scorpio. VISA and MasterCard payments are processed by CTS EVENTIM Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, The Netherlands.

2.3.2. Service and shipping costs are charged. These fees are displayed to the customer in the shopping basket when ordering.

2.4. No right of withdrawal for Festival Offers

2.4.1. 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, transport of goods, car rental, delivery of food and beverages, and the provision of further services in connection with leisure activities where the contract provides for a specific date or period for performance (Sec. 312g para. 2 sentence 1 no. 9 BGB).

2.4.2. The order for Festival Tickets and Additional Festival Services is a declaration directed towards a contract for the provision of services in connection with leisure activities for which a specific date/period is provided.

3. Limitation of liability

3.1. We, our governing bodies, employees and vicarious agents, as well as any co-organisers, shall in all cases be liable without limitation under the Product Liability Act, for damage caused intentionally or by gross negligence, for fraudulently concealed defects and for damage arising from injury to life, body or health. In addition, we shall be liable if and to the extent that we have given a guarantee and breach that guarantee.

3.2. In the event of a simple negligent breach of material contractual obligations, the above-mentioned persons shall, unless liability already exists under section 3.1, be liable only for compensation for foreseeable damage typical for the contract. Material contractual obligations are all obligations whose fulfilment is a prerequisite for the performance of the contract and on whose fulfilment the customer regularly relies and may rely.

3.3. If and to the extent that liability of the above-mentioned persons does not arise under any of the preceding sections, liability in cases of simple negligence is excluded.

4. Cancellation due to force majeure

4.1. If the Festival is cancelled or postponed due to Force Majeure (as defined below) before the start of the first concert, the Festival Tickets remain valid; the ticket holder is entitled to use the Festival Ticket to attend the next following or postponed edition of the Festival (the "Subsequent

Event”) and, if applicable, to use the Additional Festival Services purchased at the Subsequent Event, provided that the booked Additional Festival Service is also offered at the Subsequent Event. In the event of cancellation, the Subsequent Event will generally take place during the same period of the following year. FKP Scorpio will announce the exact date of the Subsequent Event without undue delay and no later than within two weeks after the cancellation or postponement of the event on the Festival website; the date may be no more than 13 months after the end of the cancelled or postponed Festival, otherwise the Festival Tickets will not remain valid.

- 4.2. The ticket holder may request reimbursement of the Original Price of the Festival Ticket only if attendance at the Subsequent Event is unreasonable for her. Additional Festival Services can only be reimbursed together with the Festival Ticket. Unreasonableness applies in particular if, at the time when the exact date of the Subsequent Event is announced, the ticket holder has already
- booked a holiday trip or purchased tickets for a concert, festival, sporting event or comparable event, or
 - a non-postponable business trip has been planned on a binding basis or the ticket holder has another non-postponable obligation arising from a service or employment 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 herself or of her close relatives (grandparents, parents, siblings, children, grandchildren).
- 4.3. Unreasonableness also applies if, no later than three months before the subsequent date, the following or comparable personal circumstances arise for the ticket holder which will in all likelihood make attendance at the Subsequent Event unreasonable for her:
- illness or other health impairment that prevents attendance at the Subsequent Event or makes it unreasonable,
 - surgery, stay at a health resort or clinic, rehabilitation measure or a comparable measure to restore or promote health,
 - obligation to care for close relatives (grandparents, parents, siblings, children, grandchildren) which prevents attendance at the Subsequent Event or makes it unreasonable.
- 4.4. In all cases, the ticket holder must assert unreasonableness no later than three months before the start of the Subsequent Event to enable FKP Scorpio to sell the Festival Ticket elsewhere. The circumstances giving rise to unreasonableness must be substantiated, where possible and reasonable, e.g. by copies of travel documents.
- 4.5. Force Majeure exists if the event is beyond the sphere of influence of FKP Scorpio. Examples include
- war, civil war, war-like events, terrorist acts, political unrest and/or use of chemical, biological, biochemical substances and/or nuclear energy,
 - pandemics (including the Covid-19 pandemic), epidemics, plagues or similar disease risks and/or natural disasters (storms, hurricanes, earthquakes or floods, etc.) or consequential effects based thereon,
 - governmental, official or other public-law interventions and measures for which FKP Scorpio is not responsible, such as orders, general decrees, etc., which prevent the Festival from being held and which did not already exist with effect for the event date at the time of ticket sale.

Force Majeure shall be deemed to exist both when one of the above events has occurred and when, according to a reasonable assessment with regard to the Festival date, it is in all likelihood imminent. The assessment as to whether such an event has occurred or is imminent shall be made by FKP Scorpio without undue delay after becoming aware of the event, taking into account an appropriate examination and consideration period, at its reasonable discretion and in particular taking into account the interests of the ticket holders.

5. Cancellation / termination / interruption / relocation / other change

- 5.1. Our liability in the event of cancellation, termination, interruption, relocation or Other Material Change (see the following section for the definition) of Festivals is limited to reimbursement of the Original Price. Personal arrangements made by the ticket holder or guests, including travel to and accommodation in connection with the Festival, are made at the customer's own cost and risk; we are liable for expenses incurred only in accordance with the provisions set out in section 3 above.
- 5.2. An Other Material Change exists if the change makes the Festival an event of a substantially different character than could reasonably have been expected. A change to and/or the cancellation without replacement of individual artists in or from the line-up of a music festival does not constitute a material change in this sense; this also applies to so-called "headliners".
- 5.3. If, after the start of ticket sales for a Festival, the maximum number of visitors must be restricted due to a pandemic, infectious diseases or otherwise by order of an authority and the number of Festival Tickets sold at the time of the restriction exceeds the number of visitors then permitted, FKP Scorpio is entitled to cancel Festival Tickets to the extent necessary. The same applies to Additional Festival Services that entitle the holder to visit special (camping) areas (e.g. backstage area). FKP Scorpio will determine, by means of an appropriate, transparent and non-discriminatory procedure, which tickets will be cancelled or converted and how any redistribution of tickets will be carried out.

6. Applicable law, out-of-court dispute resolution

The law of the Federal Republic of Germany applies, excluding German conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. Irrespective of this, consumers whose habitual residence is outside the Federal Republic of Germany may always also rely on the law of the state in which they have their residence. Please note the following: We are neither willing nor obliged to participate in dispute resolution proceedings before a conciliation body.

Part B - Special Terms for Additional Festival Services

These terms apply in addition to the terms set out in Part A for the conclusion of contracts for Additional Festival Services. The purchase of Additional Festival Services alone does not entitle the holder to enter the Concert Area ("Infield"); this is possible only with a Festival Ticket.

1. Camping Ticket / General Provisions on the Use of Campsites

- 1.1. For access to and use of the festival campsites and camping infrastructure for the duration of the Festival, the purchase of a Camping Ticket is required. Some Camping Upgrades include a Camping Ticket. For access to and use of special camping areas, Camping Upgrades must be purchased for this purpose (more details below).
- 1.2. On the campsites, within the scope of the respective access authorisation, there is a free choice of pitches when setting up one's own camp (except for areas for which specific pitches are booked). There is no entitlement to set up one's own camp at a specific location. The instructions of the security staff must be followed.
- 1.3. Strict liability pursuant to Sec. 536a BGB does not apply. In all other respects, the liability provisions in Part A apply.

2. Camping Upgrades

2.1. General

- 2.1.1. Visitors may purchase various "Camping Upgrades". These include, among other things, the right of access to and use of certain camping areas, a specific pitch on a camping area, camping with a camper van ("Caravan Camping"), a power connection at a specific pitch or accommodation in tent accommodation in a specially designated camping area of a Festival with set-up tent accommodation.

- 2.1.2. Camping Upgrades are non-transferable (in particular, no subletting or other transfer of use to third parties is permitted), and the allocated (camper van) area cannot be changed after FKP Scorpio has accepted the rental agreement.
- 2.1.3. Where a specific pitch has been rented, the security service will allocate the pitch according to the number on the proof. Entry may be refused if the relevant vehicle is not authorised for the Caravan Camping area under the camper van conditions of the Festival on the Festival website.
- 2.1.4. We reserve the right to cancel Camping Tickets and Camping Upgrades up to 14 calendar days before the start of the respective Festival if insufficient bookings for Camping Tickets or the respective Camping Upgrade have been received. In this case, payments already made will be refunded in full. Festival Tickets remain valid.
- 2.1.5. If the provision of a power connection is included in a Camping Upgrade, the following applies:
The power is generated locally and is therefore susceptible to interference and voltage fluctuations. FKP Scorpio accepts no liability for the use of the power source or for any defects in equipment caused by voltage fluctuations or outages. FKP Scorpio also reserves the right to suspend or interrupt the power supply (temporarily, if applicable) 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 the persons travelling with her are obliged to protect the power connection from liquids of any kind and to report any problems with the power connection immediately to the security service or reception.

2.2. Special Terms for the Tent Accommodation Upgrade

- 2.2.1. For the use of the tent accommodation, a deposit of EUR 150 per tent accommodation is charged, which must be paid when purchasing the tent accommodation upgrade. Claims for defects identified when the tent accommodation is returned will be offset against the deposit provided. Otherwise, the deposit will be refunded as soon as possible after the end of the Festival to the payment method used by the customer to pay the deposit.
- 2.2.2. When entering the tent accommodation area for the first time, the booked tent accommodation will be allocated.
- 2.2.3. The tent accommodation is rented for a maximum of four overnight stays from the start of the Festival. On the day of arrival, the customer may move onto the area 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 area is available until 12:00 noon at the latest.
The tent accommodation is rented with inventory, which must be treated with care at all times. Smoking is prohibited in all tent accommodation. Any modification to the tent accommodation is prohibited; it is likewise prohibited to change the location of the tent accommodation without authorisation. Any costs necessary to restore the original condition shall be borne by the customer.
The condition of the tent accommodation and of the inventory must be checked by the customer immediately after check-in. If the customer does not complain about defects in the tent accommodation and/or the inventory (including missing inventory) without undue delay, and in any event no later than 30 minutes after check-in, the condition of the tent accommodation and of the inventory (including any missing inventory) shall be deemed accepted as being in accordance with the contract.
Damage caused to the tent accommodation or the inventory during the rental period must be reimbursed by the customer at cost price, unless neither the customer nor the persons travelling with her are responsible for the damage. If the tent accommodation is heavily soiled and the customer does not clean it before returning it, the lessor is entitled to deduct an appropriate cleaning fee from the deposit.
- 2.2.4. For safety reasons, power connections are limited to a maximum output of 1,000 watts per socket.

2.2.5. FKP Scorpio provides, for each tent accommodation, a number of Wi-Fi tickets corresponding to the number of beds. A maximum of one Wi-Fi-enabled device can access the internet per Wi-Fi ticket. FKP Scorpio provides the Wi-Fi in a “greenfield” environment and cannot guarantee 100% functioning Wi-Fi at all times. FKP Scorpio accepts no liability for any temporary outages of the Wi-Fi or internet connection. FKP Scorpio is entitled to restrict, block or switch off the internet access of the customer or persons travelling with her, in whole, in part or temporarily, and, at its own discretion, to block access via the Wi-Fi to certain websites or services (e.g. websites glorifying violence, pornographic websites or paid websites).

Use of the internet is at the customer's own risk and at the risk of the persons travelling with her. The Wi-Fi only enables access to the internet. We point out that data traffic generated when using the internet may be unencrypted. The data may therefore potentially be viewed by third parties.

All access data provided (user names, passwords, character combinations) are intended only for personal use by the customer and the persons travelling with her and may not be passed on to third parties. The customer is obliged to keep her access data confidential.

The customer and persons travelling with her further undertake:

- not to use the Wi-Fi to retrieve or distribute immoral or unlawful content;
- not to unlawfully reproduce, distribute or make available any works protected by copyright;
- to observe the applicable youth protection regulations;
- not to send or disseminate any harassing, defamatory or threatening content;
- not to use the internet to send mass messages (spam) and/or other forms of unauthorised advertising.

2.2.6. FKP Scorpio is liable for loss of or damage to items brought into the tent accommodation by the customer and persons travelling with her in accordance with the statutory provisions of Sec. 701 et seq. BGB. In all other respects, the liability provisions in Part A apply.

2.2.7. The customer may withdraw from the purchase of the Tent Accommodation Upgrade before the start of the Festival. The withdrawal must be declared to FKP Scorpio, and the declaration must clearly state whether the customer withdraws from the purchase of the Festival Ticket and the Tent Accommodation Upgrade or only from the purchase of the Tent Accommodation Upgrade. We recommend declaring the withdrawal on a durable medium (e.g. by letter or email).

If, in accordance with the preceding paragraph, the customer withdraws both from the Festival Ticket and the Tent Accommodation Upgrade, FKP Scorpio loses the entitlement to the price for the Festival Ticket and the Tent Accommodation Upgrade. If the customer withdraws only from the Tent Accommodation Upgrade, FKP Scorpio loses only the entitlement to the price for the Tent Accommodation Upgrade.

In both cases, instead of the price we may demand reasonable lump-sum compensation. We determine the amount of the reasonable compensation as a lump sum. The lump sums are based on the price of the respective ticket, less the value of expenses saved and less what we obtain through alternative use of the services. The lump sums also take into account the period between the declaration of withdrawal and the start of the Festival. We will explain the derivation of the amount of compensation at the customer's request. In all cases, the customer is entitled to prove that the reasonable compensation to which we are entitled is materially lower than the lump sum demanded by us.

If the customer withdraws only from the Tent Accommodation Upgrade, the following proportions of the upgrade fee will be retained by us as lump-sum compensation:

- For a declaration of withdrawal 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 the start of the Festival up to the day on which the Festival starts: 95%.

If the customer withdraws both from the Festival Ticket and from the Tent Accommodation Upgrade, we will retain 100% of the fee for the Festival Ticket plus the above lump sums for the Tent Accommodation Upgrade as lump-sum compensation.

This does not apply if we are responsible for the withdrawal or if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the performance of the Festival or the transport of persons to the event 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.

2.3. Special Terms for Caravan Camping incl. power connection

2.3.1. FKP Scorpio provides only the power connection. The customer must bring her own cable for the power connection (16 ampere, 2.5 mm² cable cross-section, at least 50 m in length). For safety reasons, power connections are limited to a maximum output of 2,000 watts per connection.

2.3.2. By purchasing Caravan Camping incl. power connection, the customer confirms that they have sufficient knowledge to use the power connection safely and responsibly.

The power connection may only be used to supply vehicles with power. The connection of multi-socket power strips is not permitted.

2.4. Special Terms for Parking

2.4.1. For the use of designated parking areas of the Festival, the purchase of a Parking Ticket via the Festival website or on site from the security staff may be required. The Parking Ticket entitles the holder to park the vehicle for the duration of the Festival on a parking space allocated in more detail by the security staff. For the use of parking spaces designated for day guests ("Day Car Park"), the purchase of the Parking Ticket entitles the holder to park only on the respective Festival day.

2.4.2. FKP Scorpio does not owe any guarding or video surveillance of the parked vehicle.

2.4.3. The parking areas must be vacated completely on the day of departure (for day car parks: on the following day) by the time published for the Festival. If the parked vehicle is not removed in time, FKP Scorpio is entitled, without setting a further deadline, to have it removed and stored at the expense of the visitor who parked the vehicle, unless they are not responsible for the untimely removal of the vehicle.

2.4.4. Reimbursement of the fee in the event that the Parking Ticket is not used is excluded.

2.4.5. Strict liability pursuant to Sec. 536a BGB does not apply. In all other respects, the liability provisions in Part A apply.

2.4.6. Overnight stays in vehicles parked on the parking areas are not permitted.

2.5. We reserve the right to check access authorisation for passenger cars to certain areas (e.g. Caravan Camping and parking areas) by video control. In this case, when or after purchasing the corresponding Additional Festival Service, you must provide the vehicle registration number of the vehicle to which the Additional Festival Service is to apply. FKP Scorpio reserves the right to impose appropriate sanctions for driving onto areas without the corresponding access authorisation or to charge an additional fee and, if applicable, to have this enforced by a service provider.

2.6. Special Terms for Merch Bundles

With regard to the merchandise items in merch bundles, contractual relationships are not established with FKP Scorpio but with FKP Eventservice GmbH, Große Elbstraße 277a, 22767 Hamburg ("FKP Eventservice"). In this respect, FKP Scorpio acts only as an intermediary for a contract aimed at the conclusion of the purchase of the merchandise items. The General Terms and Conditions of FKP Eventservice, which are available here, apply to the purchase of the merchandise items.

2.7. Special Terms for Beverage Pre-Orders

- 2.7.1. FKP Scorpio offers the possibility to pre-order beverages for collection on the Festival Site via the Festival website (“Beverage Pre-Orders”). Beverage Pre-Orders are available while stocks last. No liability is assumed for possible incorrect information on the website. Subsequent changes remain reserved.
- 2.7.2. Beverage Pre-Orders are not offered for delivery. They will not be shipped by us, but are offered only for collection during the Festival at a collection point on the camping area. For collection, it is therefore necessary that the visitor has purchased a valid Festival Ticket and a Camping Ticket (and exchanged them for a festival wristband). They must also carry an identity card or another official document with a photograph for any check under section 2.7.3.
- No collection is offered outside the opening hours of the collection point. The collection point will be closed at the latest at the end of the Festival and collection will no longer be possible. The claim to handover and transfer of ownership of the purchased beverages expires at the end of the Festival.
- 2.7.3. Beverage Pre-Orders are subject to the provisions of the German Youth Protection Act. At the time of publication of these terms, alcoholic beverages may not be supplied to children and adolescents under the age of 16. By submitting the offer to conclude a purchase contract for alcoholic beverages, the visitor assures that they have reached the statutory minimum age.
- When the goods are collected, we will check by means of an ID check whether the visitor or the person authorised in writing by the visitor to collect the goods has reached the statutory minimum age. Otherwise, we cannot hand over the ordered alcoholic beverages. The visitor then has no claim to reimbursement of the payments made.
- 2.7.4. If the Festival is cancelled - for whatever reason - all Beverage Pre-Orders are automatically deemed cancelled. We will refund the purchase price already paid to the payment method selected at the time of purchase. The same applies in the event of termination of the Festival for Beverage Pre-Orders not yet collected at the time of termination. In the event of a mere temporary interruption of the Festival, all orders remain valid.

Part C - Organisation and Attendance of Festivals

The following provisions apply to the organisation and attendance of the Festival. The General House Rules for the Festival Site (1.) apply. The Special House Rules (2.) apply additionally to the “Parking Areas” and “Camping Areas” (including Caravan Camping areas and tent accommodation areas). “Festival Site” means the entire area where persons are present before and during the Festival, i.e. for the purposes of these T&Cs the Parking Areas and Camping Areas designated by FKP Scorpio as well as the area that begins after further access controls to the stages and which is referred to as the “Concert Area” or “Infield”.

1. General House Rules

- 1.1. Entry to the Festival Site or certain parts of the Festival Site is only possible with a wristband with an attached fastener (“festival wristband”), which is put on guests by the Festival staff after the ticket has been validated. Each time the Festival Site is entered, the undamaged festival wristband with the original fastener must be presented; otherwise there is no entitlement to re-entry.
- In the event of loss of the festival wristband for which FKP Scorpio is not responsible, no replacement will be issued and the admission price will not be refunded.
- The festival wristband must not be passed on to other persons.
- FKP Scorpio reserves the right to check admission authorisation to the Festival Site or certain parts of the site using an RFID chip attached to the festival wristband.
- 1.2. For security reasons and to avoid waste, a security check by a security service appointed by FKP Scorpio is carried out each time the Festival Site or certain parts of the Festival Site are entered. Certain items (e.g. weapons, illegal drugs, etc.) may not be brought onto the Festival Site or

carried there. A current list of prohibited items for each area of a Festival Site (Infield, Camping, Caravan Camping and Parking Areas) can be viewed on the Festival website. If guests are not prepared to surrender prohibited items at the entrance and, where applicable implicitly by surrendering the prohibited items, agree that the items will be disposed of, the security service will refuse entry. FKP Scorpio is not obliged to store surrendered items; no claims exist in respect of the disposal of surrendered prohibited items.

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

The security service is entitled, throughout the Festival Site, where there is reasonable suspicion that guests are carrying unauthorised items, to address guests, question them about this and, if the guests cannot dispel the reasonable suspicion, search them for unauthorised items.

The security service is also entitled to carry out additional security checks when passing to other areas of a Festival Site, e.g. from Camping Areas to the Infield.

- 1.3. The Festival Ticket can be exchanged for a festival wristband only during box-office hours. Box-office and admission times will be communicated on the Festival website and/or the Festival app.
- 1.4. The following also applies when entering the Concert Area: there are free drinking water taps on the Festival Site. It is not permitted to bring your own beverages onto the Festival Site. The form in which it is permitted to take drinking containers onto the Concert Area will be announced in good time before the event on the Festival website and/or in the Festival app.
- 1.5. The rules for admission of children and young people under the age of 18 can be found on the Festival website. In all other respects, the statutory provisions of the German Youth Protection Act (JuSchG) apply.
- 1.6. FKP Scorpio reserves the right to refuse entry to the Festival Site to obviously drunk or similarly conspicuous guests, even with a properly attached and undamaged wristband. The assessment and instructions are given by the security staff, whose instructions must be followed.
If guests substantially breach the requirements of the House Rules, FKP Scorpio is entitled to replace the festival wristband with a “yellow wristband”. Guests with a “yellow wristband” must leave the Festival Site (or a designated sub-area) and may re-enter it only on the following calendar day if they have had a conversation with the security service and the security service concludes that the guests will now respect the House Rules. If a “yellow wristband” is imposed on guests a second time, FKP Scorpio may permanently exclude them from entering the Festival Site. In none of the aforementioned cases will the admission price be refunded.
If there is good cause, in particular if guests commit criminal offences on the Festival Site (e.g. assault, theft, dealing in narcotics) or take actions giving rise to suspicion of criminal offences (e.g. anti-state and/or potentially inciting slogans), or set off fireworks, FKP Scorpio is entitled to exclude them from the Festival immediately. If FKP Scorpio exercises this right, the festival wristband (and the Festival Offers represented by it) lose their validity. Any claim to re-entry or reimbursement of the fee is excluded.
- 1.7. FKP Scorpio will film, livestream and photograph the Festivals and make audio and audiovisual recordings. These recordings may include the audience. By entering the Festival Site, guests irrevocably consent to the free use of their image and voice for photographs, live broadcasts, broadcasts and/or recordings of image and/or sound recordings made by FKP Scorpio in connection with the Festivals, as well as to their subsequent exploitation in all present and future media (in particular in the form of audio and audiovisual recordings and digital dissemination, e.g. via the internet). This means in particular that guests grant FKP Scorpio the right, unlimited in time, place and content, to record free of charge images, voice, actions and/or statements of the guest in any form without the separate consent of individual guests and to reproduce, broadcast, make publicly accessible and/or otherwise disseminate 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 contractors and licensees.
- 1.8. Only compact cameras and mobile phones with a camera function are permitted on Concert Areas. It is not permitted to carry single-lens reflex cameras, cameras with zoom lenses or with a video function of any kind, video cameras and audio recording devices of any kind, such as tape recorders, MP3 recorders and dictation machines. FKP Scorpio is entitled to refuse guests

access to the Infield if they are not prepared to surrender the devices at an entrance area. FKP Scorpio is not obliged to store surrendered items. Guests may deposit the items either in the lockers in the entrance area or in their motor vehicles. FKP Scorpio does not guarantee that lockers will be available at an entrance area or that existing lockers will be free. A fee must be paid for use of any available lockers. Claims against FKP Scorpio due to unauthorised removal of the devices from the lockers are excluded unless FKP Scorpio is responsible for the removal intentionally or by gross negligence.

All rights to audio and audiovisual recordings of the Festivals for commercial exploitation purposes are held exclusively by FKP Scorpio. No one may record, broadcast and/or make publicly accessible such recordings for commercial purposes without the prior written consent of FKP Scorpio. This includes in particular the dissemination of such recordings directly via the internet.

- 1.9. FKP Scorpio is liable for hearing damage only in cases of intent or gross negligence or where a duty to maintain safety was culpably not fulfilled. Guests should avoid the immediate vicinity of loudspeakers; corresponding barriers must be observed. Guests stay in the immediate vicinity of loudspeakers or beyond barriers at their own risk. In any case, the use of earplugs, particularly near the stages, is strongly recommended.
- 1.10. Access to areas of a Festival Site with limited capacity will be granted only within the capacities approved by the authorities. If capacity is exhausted, FKP Scorpio may temporarily restrict access without this giving rise to a claim for (partial) reimbursement of the fee.
- 1.11. The current notices on site, as well as the current information on the Festival website and in the respective Festival app, apply additionally. The instructions of the security service must be followed at all times.
Escape routes and stairs must be passed through quickly.
Consideration must be shown towards other Festival guests.
- 1.12. It is prohibited:
 - to make offensive, sexist, racist, anti-constitutional and recognisably unlawful statements or to wear clothing and badges with offensive, sexist, racist, anti-constitutional and recognisably unlawful statements and symbols (including symbols of and recognisable references to anti-constitutional organisations); this includes putting up and carrying corresponding posters, banners, flags, etc.;
 - to endanger other guests in any way, in particular by crowdsurfing or by setting off pyrotechnics (including fireworks, Bengal flares) -> setting off pyrotechnics will be reported to the police;
 - to use escape routes and stairs as seating;
 - to carry animals;
 - to dispose of waste outside the rubbish bins and containers provided;
 - to urinate and/or defecate outside the toilets provided;
 - to wilfully damage objects or facilities (this includes a substantial and not merely temporary change to the appearance, e.g. by graffiti) -> such damage will be reported to the police;
 - to enter or climb on ramparts, fences, light masts, buildings, electricity boxes, rubbish containers, rubbish bins or other infrastructure facilities;
 - to introduce substances hazardous to water or contaminating water into the ground;
 - to stay in nature conservation areas near Festival Sites and/or to contaminate or damage them, as well as trees, forests and groups of trees;
 - to collect recyclable materials (e.g. bottles or cans) whose return is linked to the payment of a deposit, for the purpose of generating revenue -> we reserve the right to exclude guests who breach this obligation from attending the Festival and to confiscate the collected recyclable materials;
 - to operate sales outlets without FKP Scorpio's consent; consent from FKP Scorpio may be requested before the start of the event; operating unauthorised sales outlets may lead to immediate exclusion from the Festival; we also reserve the right to confiscate the goods offered for sale and return them only after the end of the Festival.

- 1.13. In the event of an evacuation of the Festival Site (e.g. due to severe weather), guests with cars are obliged to take other guests into their cars up to capacity and, where necessary, to transport them out of the danger zone. If they have spare capacity, they must switch on their hazard warning lights as an indication thereof.
- 1.14. Persons who remain on the Festival Site or parts of the Festival Site without authorisation will be reported for fraudulently obtaining services (Sec. 265a StGB) and trespassing (Sec. 123 StGB).

2. Special House Rules for Parking and (Caravan) Camping Areas

- 2.1. Guests are responsible for their own journey to the Festival and park their motor vehicles at their own risk. Motor vehicles may be parked only on areas or spaces designated as parking areas or spaces; these may be subject to a fee. Unauthorised parking is prohibited and will be reported to the police. FKP Scorpio expressly points out that Parking and Camping Areas are separate. Escape and rescue routes must be kept clear at all times.
- 2.2. FKP Scorpio points out that some of the areas designated as Parking Areas and Caravan Camping are meadow and/or arable land. Access to these areas may be difficult/restricted due to weather conditions.
- We do not offer a towing service, but upon request we can put guests in contact with a towing service that is free of charge for guests. FKP Scorpio accepts no liability for the selection of the towing service; in particular, we do not warrant that it is a licensed towing company. Guests are obliged to arrange the towing of their vehicles independently. Commissioning a third party with towing is at the guests' own responsibility and risk, even if FKP Scorpio has made the contact. FKP Scorpio expressly points out that towing vehicles by means of vehicles not intended for this purpose (e.g. tractors) may damage the vehicle to be towed.
- The parking and camping information published on the Festival website applies additionally; the instructions of the security staff must also be followed in this respect.
- 2.3. For safety reasons, FKP Scorpio is entitled to temporarily or completely clear and cordon off individual parts of the Festival Site without this giving rise to a claim for (partial) reimbursement of the ticket price. The corresponding instructions of FKP Scorpio must be followed immediately in order to avert danger to life or limb.
- 2.4. Camping is permitted only on Camping Areas designated as such and only for persons who have purchased a Camping Ticket and/or a corresponding Upgrade. Camping on areas not designated for this purpose is prohibited. Wild camping is prohibited and will be reported to the police. FKP Scorpio reserves the right not to open all Camping Areas at the same time, but to open Camping Areas by area as needed and in stages.
- The Festival website shows how long the Camping Areas will be open. When camping, environmental protection, the principles of waste avoidance and correct waste disposal must be observed. The unauthorised creation of fire pits is prohibited throughout the Festival Site because of the resulting fire hazard.
- Luggage may be transported from Parking Areas to Camping Areas with the aid of handcarts, sack trucks or push trolleys; taking motor vehicle trailers onto Camping Areas is not permitted.
- 2.5. On parts of the Festival Site designated as Caravan Camping areas, overnight stays in certain vehicles are permitted. Which vehicles are authorised for access to and overnight stays on Caravan Camping areas can be found on the Festival website. Camping in tents is not permitted on Caravan Camping areas.
- As the vehicle used cannot be checked when the Caravan Camping Upgrade is purchased, FKP Scorpio reserves the right to refuse access to Caravan Camping areas to vehicles that do not meet the aforementioned conditions. Reimbursement of the fee already paid for the Caravan Camping Upgrade is excluded; compliance with the aforementioned conditions is the sole responsibility of the holder of the Caravan Camping Upgrade. The same applies to ongoing monitoring by FKP Scorpio of compliance with the aforementioned conditions during parking. The fee paid for the use of Caravan Camping areas represents only the fee for providing the parking space. It does not include or give rise to guarding or monitoring services by FKP Scorpio, nor any other services or duties of care, apart from mandatory statutory provisions.

- 2.6. There is a permitted pitch area per person (or tent or camper van), which varies depending on the edition of the Festival. The current area is stated on the Festival website.
- 2.7. The operation of sound systems (without power generators) is permitted during daytime; speakers must be positioned so that they do not play towards surrounding guests. The maximum volume may be limited by the security service for the protection of residents. During quiet hours, the operation of sound systems is not permitted. The period between 2.00 a.m. and 8.00 a.m. is usually deemed to be quiet hours. Daytime and night-time quiet hours may vary at individual Festivals; a shorter or longer night-time quiet period will be announced on the Festival website and/or in the Festival app.
- 2.8. No boundaries (rain gutters) or other holes (e.g. for cooling) may be dug in the Camping and Caravan Camping areas.
- 2.9. The rescue routes marked on the ground must be observed without fail. They must be kept clear under all circumstances. The markings may not be altered or removed.
- 2.10. Open fires and campfires are not permitted.
Certain gas cooking appliances are permitted; they must be in technically flawless condition and comply with German and/or European standards (e.g. DIN or EN). Only gas cartridges (pierceable and valve cartridges) with a maximum filling weight of 450g may be used.
- 2.11. Barbecuing is permitted only with disposable and tripod barbecues. In storms or similar weather conditions, e.g. risk of forest fire, barbecuing may be prohibited for safety reasons. If a fire breaks out, the security service must be informed immediately, even if the fire could be extinguished.
To avoid accidents, the use of spirit, petrol or other flammable liquids is strictly prohibited. Only commercially available charcoal lighters may be used in accordance with their instructions. The barbecue must never be left unattended while burning or glowing out. It is prohibited to pour charcoal onto the grass to burn out or to place or dispose of it in rubbish bins or containers while still glowing.
- 2.12. At the points where festival wristbands are issued, guests receive a rubbish bag after the wristband has been attached. During the Festival, waste must be disposed of in the bins and containers provided at the designated waste collection points. While stocks last, additional rubbish bags will be distributed free of charge by the security service.
- 2.13. Paths, facilities and all infrastructure on the Festival Site must be kept clean and treated with care. This also applies to the toilets, showers and washrooms provided. For hygiene reasons, waste water may be emptied only into the drains provided for this purpose.
- 2.14. Smoking is not permitted in wooded areas or in enclosed rooms and tents.
- 2.15. At the end of the stay, pitches must be left in an orderly condition.
Dismantling, cleaning of one's own pitch, waste disposal and departure must be completed by the camping closing time. If guests' items remain on the Camping and Caravan Camping areas after they have closed, FKP Scorpio is entitled to dispose of those items. FKP Scorpio is not obliged to store the items. If the Festival is cancelled or terminated after guests have entered or driven onto the Camping or Caravan Camping areas, the foregoing applies; FKP Scorpio will set the guests a reasonable deadline.

3. Cashless Payment on the Festival Site

FKP Scorpio reserves the right to prescribe the use of a closed-loop cashless payment system for the purchase of goods and services throughout the Festival Site or parts of the Festival Site. A closed-loop cashless payment system is a cashless payment system in which visitors can load money before and during the event onto RFID chips attached to their wristband or otherwise handed to them and use it to make payments on the Festival Site. FKP Scorpio reserves the right to use a closed-loop payment system exclusively or cumulatively with other payment methods. FKP Scorpio will announce the use of a cashless payment system sufficiently in advance of the event. The use of such a cashless payment system is subject to the General Terms and Conditions for the cashless purchase of goods and services within the event venue.

The following terms govern the use of wristbands or other items equipped with RFID chips (hereinafter “Chip”) for the cashless purchase of goods and services offered within the event venue (hereinafter “Cashless Service”) and for access controls by means of RFID chips. They apply where FKP Scorpio prescribes the use of a Cashless Service on the Festival Site.

1. General Provisions

- 1.1. The purchase of goods and services offered within the event venue is possible exclusively by means of the Chip issued by FKP Scorpio upon entering the event venue. This Chip also serves for admission control and for access control in relation to certain areas of the event venue. In addition, authorisations for catering services, including for guests, service providers or FKP staff, may be stored on the Chip.
- 1.2. To implement the Cashless Service, admission and access controls and related services, FKP Scorpio uses the service provider WEEZEVENT Germany GmbH, Friedrichstrasse 155, 10117 Berlin (hereinafter “Weezevent”). Contractual relationships and claims of the customer in relation to the issuance and use of the Chips, including operation of the associated online platform as well as administration and payout of balances stored on the Chip, are established exclusively with and against FKP Scorpio.

2. Conclusion of contract

- 2.1. By obtaining or topping up the Chip, a contractual relationship between FKP Scorpio and the customer for use of the Chip under the provisions set out in these T&Cs is established.
- 2.2. The Chip is issued for a specific event, for which it also serves as an access medium. Outside this specific event, it cannot be used as an access medium or to process payment transactions. In particular, it cannot be used at other events of FKP Scorpio.

3. Issuance, Use and Return of the Chip

- 3.1. The Chip is issued by FKP Scorpio to the customer upon entering the event venue after presentation of a valid admission ticket.
- 3.2. The customer must keep the Chip safe, handle it with care and protect it against theft, loss and misuse.
- 3.3. The customer is liable for heavily soiled, damaged, lost or misused Chips and shall indemnify and hold FKP Scorpio harmless in this respect. FKP Scorpio is not liable for loss, theft or misuse or any other unauthorised use of the Chip unless FKP Scorpio is at fault in the individual case.
- 3.4. The customer must report theft, loss or misuse of the Chip to the staff at the issuing point without undue delay as soon as they become aware of it and, if applicable, file a police report.
- 3.5. The customer must report any malfunction or defect of the Chip to the staff at the issuing point without undue delay as soon as they become aware of it. In the event of malfunctions or defects, the staff at the issuing point will exchange the Chip free of charge and transfer the balance stored on it.
- 3.6. The Chip contains sensitive electronics and must not be exposed to external magnetic fields in order to prevent data loss or malfunction of the Chip. The Chip must not be altered or opened. Independent reading or modification of the data stored on the Chip is strictly prohibited.
- 3.7. FKP Scorpio may block a Chip if objective reasons relating to the security of the Chip justify this or if there is suspicion of unauthorised or fraudulent use of the Chip. FKP Scorpio must inform the customer of the blocking of the Chip without undue delay via the email address provided by the customer when topping up the Chip.
- 3.8. After the end of the event, the customer may freely dispose of the Chip. To obtain reimbursement of the remaining balance, the customer must be able to provide the Chip number on the back of the Chip. In the event of loss or damage to the Chip or the Chip number, FKP Scorpio is not obliged to enable reimbursement without the Chip number being provided. FKP Scorpio will make reasonable efforts to enable reimbursement based on other identifying features as well.
- 3.9. The Chip is assigned directly to the customer and cannot be transferred to other persons.

4. Top-Up of Credit

- 4.1. The customer may load credit onto the Chip before and during the event. Credit may be loaded by the customer online before the event via the online platform communicated on the Festival website and at the designated and intended locations (so-called top-up stations) using various payment methods. The specific payment options are indicated on the online platform and on information boards at the top-up stations.
- 4.2. Top-up with cash is possible only at the staffed cashless help desks on the event site.
- 4.3. The Chip can be loaded or reloaded only in euros.
- 4.4. The minimum top-up amount is EUR 10.00. The maximum top-up amount per top-up transaction is EUR 250.00. The Chip can be loaded with a maximum total of EUR 1,000.00.
- 4.5. Credit balances do not bear interest. FKP Scorpio reserves the right to refuse to carry out a transaction in certain cases:
 - in case of doubts regarding sufficient funds in the account from which the customer wishes to make the top-up;
 - in case of errors during the login process (e.g. incorrect identification data, invalid one-time password);
 - in case of doubts regarding the payee or the person requesting the transaction.
- 4.6. The Cashless Service must not be used for fraudulent purposes, fraud or money laundering.

5. Purchase of Goods and Services

- 5.1. When purchasing goods or services, the customer must hold the Chip against the POS device provided by the provider. The POS device automatically reads the Chip and checks and verifies the data stored on the Chip, including the amount of available credit.
- 5.2. After successful checking and verification of the data, the purchase or service contract between the customer and the respective provider is concluded, with the fee owed by the customer being deducted from the available credit stored on the Chip. With each order process, the credit stored on the Chip is therefore reduced by the amount owed. Once the customer has used the Chip for payment, the relevant transaction and payment process are irrevocable.
- 5.3. FKP Scorpio does not guarantee proof of personalised authorisation of individual payment transactions. FKP Scorpio reserves the right to reject individual transactions if the Chip is blocked or if there is reasonable suspicion that the Chip is being used to carry out an unauthorised or fraudulent transaction.
- 5.4. Any reimbursements will be made by crediting the balance stored on the Chip.

6. Reimbursement of Remaining Balance after the Event

- 6.1. After the end of the event, the customer may request payout of the entire remaining balance. The customer may request reimbursement for a limited period after the event, which is communicated by FKP Scorpio, including via the FAQs on the event website, directly via the online platform and, after that period, by email to cashless@hurricane.de. The remaining balance will be reimbursed in both cases within 14 days of the request. The claim for reimbursement arises at the end of the event. The statutory limitation rules apply.
- 6.2. Reimbursement via the online platform is possible only by setting up a user account on the provided online platform.
- 6.3. If the customer becomes aware that her Chip has a higher credit balance than they actually loaded, they must notify FKP Scorpio without undue delay. Such excess amounts must not be used to purchase goods or services and must otherwise be settled subsequently by the customer.

7. Termination of the contractual relationship

- 7.1. The contractual relationship between FKP Scorpio and the customer in relation to the use of the Chip ends when FKP Scorpio pays out to the customer the entire remaining credit stored on the Chip ("remaining balance"). Any rights and obligations of the parties established before termination remain unaffected by the termination.
- 7.2. If there is good cause, the contractual relationship may be terminated by either contracting party with immediate effect.

8. Data protection

- 8.1. FKP Scorpio always processes personal data in compliance with the applicable statutory provisions, in particular the EU General Data Protection Regulation (GDPR).

8.2. FKP Scorpio provides information on the processing of data pursuant to Articles 13 and 14 GDPR on the Festival website.

June 2026