Terms and conditions of FKP Scorpio Konzertproduktionen GmbH for the purchase of, verification of and transfer/resale of admission authorizations/digital tickets for the Foo Fighters concert on 17 June 2027 (the "Conditions")

1. Scope

These Conditions shall apply to the Foo Fighters concerts on 17 June 2027 in Dusseldorf (the "Event") organized by FKP Scorpio Konzertproduktionen GmbH ("FKP Scorpio" or "Promoter"). They govern the purchase of, verification of and transfer/resale of admission authorizations/digital tickets via the sales partner CTS EVENTIM AG & Co. KGaA ("CTS").

2. Purchase of admission authorizations, digital and personalized tickets as proof

2.1 CTS brokers the sale of the admission authorizations in its own name and for account of the Promoter. In addition, the general terms and conditions of CTS shall apply accordingly; in the event of a conflict, these Conditions shall prevail.

2.2 Attending the Event is only possible with a visitor contract (event attendance contract) in place with the Promoter, which customers have concluded when acquiring an admission authorization or into which they have entered in accordance with Clause 3.

2.3 Persons that seek to be admitted to the Event can only verify that they have acquired an admission authorization and thus are a contractual partner of the Promoter by presenting a personalized digital ticket in the form of the EVENTIM.Pass and, if required by the Promoter, a photo ID (or a comparable ID document, e.g. driving licence) and/or the booking confirmation e-mail:

2.3.1 EVENTIM.Pass is a special form of using and administering admission authorizations in digital form via an application (app) on a mobile device. No ticket in paper or other physical form will be delivered. An EVENTIM.Pass is stored in the customer's account and transferred to the respective app on the customer's mobile device. To present the digital ticket at the entrance, the customer must have the mobile device at admission and present the EVENTIM.Pass when requested by the staff.

2.3.2 For the use of EVENTIM.Pass, the customer needs a compatible mobile device and must, if necessary, provide his mobile phone number when purchasing (along with any additional information, if necessary, depending on the instructions given on the respective order page in the webshop or the EVENTIM.App).

2.3.3 The authorised ownership of the customer for the use of EVENTIM.Passes can be verified at any time, by using a TAN procedure, for example. If the customer receives system notifications from the EVENTIM.App or emails requesting authentication, such as in the form of a TAN procedure, he must go through the authentication procedure in order to continue using his EVENTIM.Passes. Otherwise, access to EVENTIM.Passes may be blocked until the verification process (which in the TAN procedure, for example, consists of entering the correct TAN) is properly completed.

2.3.4 More information and explanations about the EVENTIM.Pass and its use can be viewed at this link.

2.4 The purchase of admission authorizations/digital tickets per person is limited to a maximum number of six (6). Regardless of the number of purchases, each person may only purchase this number of access

rights/digital tickets. It is expressly prohibited that one person, or several persons who have affiliated themselves with others for the purpose of commercially trading tickets or selling them as a business, initiate(s) a greater number of purchasing processes than specified, for example by providing different e-mail addresses or using different payment means (particularly by using pre-paid credit cards deployed for the purpose of purchasing a greater number of tickets than is admissible), or by circumventing this rule in any other way.

2.5 The digital tickets will be personalized to the name of the person that the purchaser provided when purchasing the admission authorizations/digital tickets (the person whose name is shown on the digital ticket hereinafter also the "Ticket Holder"). Purchasers are obliged to provide their name truthfully. Persons who wish to attend the Event with the Ticket Holder and whose names are not shown on the digital ticket will only be admitted to the Event if they enter the Event at the same time as the Ticket Holder. Upon entry to the Event, the Ticket Holder's mobile device must be passed on to any other visitor in the Ticket Holder's presence in order to scan the respective authorization code. By presenting the digital ticket at the entrance to an Event and scanning the authorization code, the respective visitor declares that they have acquired an admission authorization and are authorized to attend the Event.

2.6 The Promoter reserves the right to refuse admission to the Event, in particular by blocking the digital ticket, to Ticket Holders and other visitors who have not acquired an admission authorization and/or cannot verify that they are entitled to admission; statutory claims in case of technical failures caused culpably by the Promoter remain unaffected. If the Promoter allows a holder of a digital ticket to enter, it shall also be released from its obligation to perform vis-à-vis the contractual party if the ticket holder is not identical with the contractual party entitled to attend the Event.

3. Transfer of admission authorizations, official ticket exchange marketplaces and contractual penalty

3.1 The Promoter sells admission authorizations/digital tickets exclusively for private, non-commercial use; any commercial or business resale and any other commercial or business transfer of admission authorizations/digital tickets is prohibited.

3.2 Ticket Holders may only transfer the rights and obligations arising from the visitor contract (incl. the admission authorization) to a third party by the third party entering the visitor contract in their place and assuming all rights and obligations. A third party entry requires the consent of the Promoter, which is hereby granted in advance, subject to the cases under Clause 3.3. If a Ticket Holder has acquired more than one admission authorization (i.e. more than one digital ticket) and permissibly transfers these admission authorizations/digital tickets to several third parties, separate visitor contracts shall be concluded with each of the persons entering as a result of such entry. The names of the persons entering will be shown on the digital tickets and they become new "Ticket Holders" as a result of this re-personalization.

3.3 To prevent the resale of admission authorizations at excessive prices, i.e. in the interest of maintaining an appropriate price structure, to prevent criminal offences in connection with the Events and to enforce

bans on entering the venue, the Promoter does not consent a third party entry into the visitor pursuant to Clause 3.2:

3.3.1 in case of the sale of admission authorizations/digital tickets outside of the official and publicly available ticket exchange marketplaces officially authorized by the Promoter, i.e. "Fansale" (https://www.fansale.de/fansale/?language=en) in accordance with Clause 4 and outside the sale at the venue in accordance with Clause 5;

3.3.2 in case of the sale of admission authorizations/digital tickets in auctions not authorized by the Promoter (in particular on the internet) or via ticket exchanges not authorized by the Promoter;

3.3.3 in case of the commercial or business sale or other transfer of admission authorizations/digital tickets without the express written consent of the Promoter;

3.3.4 in case of the transfer of admission authorizations/digital tickets advertising or marketing purposes, as a bonus, giveaway, prize or as part of an unauthorized hospitality or travel package;

3.3.5 in case of the sale or transfer of admission authorizations/digital tickets without express reference to these Conditions, in particular to the restrictions on transfer set out in this Clause 3.

3.4 It is prohibited to transfer admission authorizations/digital tickets under violation of the cases mentioned in Clause 3.3. The same applies to offering admission authorizations/digital tickets if the transfer would violate a case mentioned in Clause 3.3; in particular, but not limited, to offering a right of first refusal for the sale of admission authorizations/digital tickets. For each culpable and not immaterial breach of one of the prohibitions mentioned in this Clause, the Ticket Holder shall be obliged to pay a contractual penalty, the amount of which shall be determined by the Promoter at its reasonable discretion and shall be reviewed by the competent court in the event of a dispute, but which may not exceed EUR 2,500.- per admission authorization/digital ticket that is transferred in violation of the visitor contract; leading considerations shall be the number of admission authorizations/digital tickets offered or transferred in breach of the contract and the proceeds generated by the transfer of such transfer. Any further contractual penalties shall be taken into account when determining the contractual penalty. Claims for damages by the Promoter shall remain unaffected; any contractual penalties shall be offset against claims for damages based on the same set of facts.

3.5 In the event of a breach of (one of) the prohibition(s) mentioned in Clause 3.4, the Promoter reserves the right to withdraw from the visitor contract and/or cancel the digital tickets (or the authorization code) and to refuse the Ticket Holder to attend the Event. Statutory claims for reimbursement remain unaffected. The Promoter shall be obliged to take reimbursement claims into account when determining the contractual penalty. The right to withdraw in accordance with Sentence 1 also applies to other visitor contracts that the Ticket Holder has concluded with the Promoter in case of material and repetitive violations by the Ticket Holder.

3.6 In the event of a transfer of admission authorizations/digital tickets and at the request of the Promoter, the Ticket Holder shall be obliged to provide within two weeks the full name and address of the recipient of the admission authorizations/digital tickets if this is necessary to assess the violation(s).

3.7 Notwithstanding the rights under Clauses 3.4 and 3.5, in the event of a breach of the prohibitions set out in Clause 3.3, the Promoter is also entitled to demand that the Ticket Holder pay out the winnings

obtained. The Promoter has to take into account any claims for paying out the winnings when determining the contractual penalty.

3.8 In the event of a violation of the prohibition pursuant to section 3.4, the Promoter further reserves the right, at its reasonable discretion – taking into account the gravity of the violation(s) – and without prejudice to their contractual freedom, to exclude the Ticket Holder from acquiring admission authorizations/digital tickets in the future and, if necessary, to take further legal measures.

3.9 The Ticket Holder shall indemnify the Promoter against any damages arising from the fact that the Ticket Holder has culpably not made these Conditions known to the recipient when transferring admission authorizations/digital tickets.

4. Transfer of admission authorizations/digital tickets on Fansale

4.1 Ticket Holders may resell admission authorizations/digital tickets to third parties subject to the provisions set out below.

4.2 To prevent the resale of admission authorizations at excessive prices, i.e. in the interest of maintaining an appropriate price structure, to prevent criminal offences in connection with the concert and to enforce ban on entering the venue, the resale of admission authorizations/digital tickets is only permitted on the official, authorized and publicly available ticket exchange marketplace "Fansale" operated by CTS.

4.3 Via Fansale, the Ticket Holder instructs the Promoter to offer the admission authorizations/digital tickets for sale. The offer is made by CTS on behalf of and for the account of the Promoter. The Ticket Holder may determine the price at which the admission authorization/digital ticket is to be sold, but the price is limited to a maximum of the price stated on the digital ticket. As long as a digital ticket has not yet been sold, the Ticket Holder may cancel his instruction to the Promoter (and thus the resale offer) at any time.

4.4 Ticket Holders may reserve their admission authorizations/digital tickets on Fansale for one or more third parties for a maximum period of 48 hours. For this purpose, CTS will provide them with a link, which they can forward to one or more third parties. During the aforementioned reservation period, the admission authorizations/digital tickets can only be purchased via this link and thus exclusively by the third persons selected by the Ticket Holder. Admission authorizations/digital tickets that are not purchased within the reservation period of a maximum of 48 hours will be offered for sale on Fansale.

4.5 If the offer to purchase admission authorizations/digital tickets is accepted by a purchaser ("Secondary Purchaser"), the Ticket Holder will be informed immediately. Each digital ticket sold will be cancelled. The purchase price will be credited to the original ticket holder once the admission authorizations/digital tickets have been sold. For the Secondary Purchaser, new personalized digital tickets will be created for the second purchaser; Clause 3.2 shall apply accordingly. CTS may determine fees for the creation of the new personalized digital ticket(s).

4.5 The Fansale offer ends on 12 pm of the day of the Event. As long as a digital ticket offered for sale on Fansale has not been sold, it is not cancelled and continues to entitle the Ticket Holder to admission to the Event.

5. Transfer of admission authorizations/digital tickets at the venue

5.1 Ticket Holders may also transfer admission authorizations/digital tickets at the venue on the day of the Event from the opening of the venue subject to the following provisions:

5.1.1 An official identification document is presented, showing the identity of the Ticket Holder;

5.1.2 there is a purchaser who can prove their identity on the spot with an original official identification document so that the digital ticket can be re-personalized to him;

5.1.3 the purchaser agrees to be bound by these Conditions;

5.1.4 the purchase pays a fee of EUR 10,- per ticket transfer for issuing new personalized tickets.

5.2 If the above provisions are met, the Promoter grants approves the transfer. The original ticket holder's digital ticket will be cancelled. There shall be no claim against the Promoter for a refund of the price paid for the admission authorization/digital ticket.

5.3 In the interest of maintaining an appropriate price structure, Ticket Holders are prohibited from demanding a fee from the purchaser for the transfer of admission authorizations/digital tickets that is higher than the original price for the respective admission authorizations /digital ticket.

6. Purchases in the name of another or through agents

6.1 It is prohibited to purchase admission authorizations/digital tickets in the name of another, in particular by operators of third party ticket platforms on the internet and/or by misrepresentation of the identity and/or the intention to use the tickets commercially.

6.2 For each culpable breach of one of the prohibition set out in Clause 6.1, Clauses 3.5-3.9 shall apply *mutatis mutandis*.

7. Final provisions

7.1 To the extent the customer is not a consumer, the Federal Republic of Germany shall apply exclusively; the UN Sales Convention and German international laws are excluded.

7.2 Should individual provisions of these Conditions be or become null and void or ineffective, either wholly or in part, this shall not impact the effectiveness of the other provisions. The stipulations of the law shall replace those of the Conditions that are not incorporated or ineffective (Sec. 306 para. 2 of the *Buergerliches Gesetzbuch* (German Civil Code)).

7.3 These Conditions only govern the parts of the contractual relationship between Ticket Holders and the Promoter that are mentioned in Clause 1. In all other regards, the general terms and conditions of the Promoter as well as CTS apply; in the event of conflicts, these Conditions shall prevail.

Hamburg, 17 November 2026

FKP Scorpio Konzertproduktionen GmbH