

## **TERMS OF USE OF FC BAYERN MÜNCHEN AG FOR THE USE OF THE VIRTUAL REALITY EXPERIENCE**

### **1. Scope**

- 1.1 These Terms of Use apply to the use of the Virtual Reality Experience (hereinafter referred to as "the VRE") of FC Bayern München AG, Säbener Strasse 51-57, 81547 Munich, Germany, represented by the Board of Directors: Karl-Heinz Rummenigge, Jan-Christian Dreesen, Andreas Jung and Jörg Wacker (hereinafter referred to as "FC Bayern").
- 1.2 The VRE is a game experience in a virtual room of FC Bayern under the technical conditions described in section 5 below.
- 1.3 FC Bayern reserves the right to change these Terms of Use in the future. Should it do so, we will notify you about these changes directly within the VRE.

### **2 Registering for and logging onto myFCB**

- 2.1 In order to use the VRE, users of the VRE (hereinafter referred to as "Users") must either log onto myFCB or register for myFCB if they do not already have an account. Registration on myFCB is free of charge and there are no further processing fees. Further information on the use of myFCB can be found at <https://fcbayern.com/en/terms-and-conditions>.
- 2.2 The VRE may otherwise be used without further age restrictions.
- 2.3 Once the User has registered or logged onto myFCB and then clicked on the Download button, the VRE software is downloaded to his computer.
- 2.4 Please note that registration is permitted only once. The e-mail address and password for your myFCB account must not be shared and must be kept safe.

### **3 Scope of the VRE services**

- 3.1 The VRE may be downloaded and used free of charge.
- 3.2 The VRE is a pure gaming experience. The VRE and related services, such as the FAQ, the VRE product page and the support function, are available in English and German.
- 3.3 The VRE enables the world of FC Bayern to be experienced virtually. At the beginning of the VRE, Users can experience what it feels like to stand on the pitch at the Allianz Arena. They can then visit different stations. These stations include the following scenarios:
  - Manuel Neuer trains the Users' heading skills.
  - Thomas Müller and club mascot Berni are waiting in the mixed zone.
  - Within the world of experiences, Users can interactively relive selected milestones in the history of Bayern Munich FC.

Further VRE scenarios will be added in future, e.g. Giovane Elber will provide a guided tour through the world of experiences, Thomas Müller will take you into the changing rooms of this record-breaking Bavarian club.

- 3.4 FC Bayern reserves the right to extend, change and/or improve the content of the VRE at any time on condition that the changes are reasonable for Users, taking the interests of FC Bayern into consideration. This will particularly be the case if the changes are without financial disadvantages for Users, e.g. because new functionalities are introduced.

### **4 Obligations of Users**

- 4.1 The VRE may be used for private purposes only. Any use for commercial
- 4.2 purposes is forbidden. In particular, Users may not utilise the services to advertise other websites, services or commercial offers.
- 4.3 Users undertake to provide true and complete information when registering for myFCB.
- 4.4 All information, materials, functions and other content within the VRE (hereinafter referred to as "**the Content**") are the copyright-protected property of FC Bayern or its service provider VRIDAY, a

business unit of NEXR Technologies SE, or other licensors or licensees. The Content includes trademarks, service marks, brands and trade dress. In this respect, Users are granted a non-exclusive, non-transferable and non-sublicensable right to use the Content for their own non-commercial purposes while using the VRE.

- 4.5 Users are not permitted to copy, distribute or reverse engineer the Content or to use it for any way other purpose than to utilise the VRE. Users of the VRE (and other virtual reality applications) may experience nausea, dizziness, disorientation, blurred vision or other complaints. In the unlikely event that you experience any of these symptoms, please stop using the VRE immediately. For your own safety, please always use the VR headset while seated.
- 4.6 Users of the VRE (and other virtual reality applications) may experience nausea, dizziness, disorientation, blurred vision or other complaints. In the unlikely event that you experience any of these symptoms, please stop using the VRE immediately. For your own safety, please always use the VR headset while seated.

### **5 IT required to use the VRE**

- 5.1 Although we strive to make the VRE available for as wide a range of computers and software as possible, we hope you appreciate that not every type of computer and software is compatible, i.e. suitable for utilising the VRE.
- 5.2 The download page lists the relevant compatible computers and software. Please check that the VRE is compatible with your computer and software before downloading.
- 5.3 Please note that the technical status quo of software and computers is constantly changing and not all software and every computer can keep pace with these developments or is developed further by its manufacturer. As a result, necessary or reasonable changes to the VRE may result in previously compatible computers and/or software no longer being compatible after the VRE has been updated.
- 5.4 A stable Internet connection is required to use the VRE. Please note that your mobile network provider may charge you for this.

### **6 Availability of the VRE**

- 6.1 FC Bayern endeavours to make VRE downloading and functionalities available around the clock. However, as with all services provided over the Internet, availability cannot be guaranteed at all times. The VRE may be unavailable or not fully operational during the maintenance work described in section 6.2 or due to technical or other problems over which FC Bayern has no control (e.g. in the event of force majeure or due to third parties).
- 6.2 Should the security of network operation or the maintenance of network integrity be at risk, access to the VRE may be restricted temporarily, either completely or in part.
- 6.3 FC Bayern is entitled to temporarily shut down the VRE for maintenance and organisational purposes. FC Bayern München AG will notify you in advance about any longer-term restrictions to the use of the VRE. Maintenance work to implement updates and patches, modifications or other software used by us may be required at short notice. This may result in brief interruptions to the operation of the VRE.

### **7 Liability**

- 7.1 FC Bayern will be liable only for malicious intent and gross negligence (Arts. 521 et seq. of the German Civil Code, BGB).
- 7.2 Users are obliged to take appropriate measures to prevent and minimise damage.

### **8 Term**

The agreement on the use of the VRE may be terminated by either party with immediate effect without stating the grounds. To this end, Users may simply delete/uninstall the VRE from their computer. Personal user accounts on myFCB may be deleted by sending an e-mail to [service@fcbayern.com](mailto:service@fcbayern.com).

## **9 Data protection**

FC Bayern processes personal data in connection with the use of the VRE in accordance with the applicable statutory provisions, especially the General Data Protection Regulation (GDPR). In particular, use of the VRE is covered by the Privacy Policy of FC Bayern: [http://content.fcbayern.com/VR-Experience/Datenschutzerkl%C3%A4rung\\_VRE\\_FINAL\\_EN.pdf](http://content.fcbayern.com/VR-Experience/Datenschutzerkl%C3%A4rung_VRE_FINAL_EN.pdf)

## **10 Closing provisions**

- 10.1 All legal claims arising in connection with the VRE or its use are governed by the laws of the Federal Republic of Germany to the exclusion of international private law.
- 10.2 Should any of the aforementioned provisions of these Terms of Use be invalid, whether in their entirety or in part, this shall not affect the validity of the remaining provisions or parts thereof. Invalid or missing provisions shall be replaced by the statutory provisions.

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