

WLAN T&Cs

1. Subject Matter

The below WLAN T&Cs lay down the rules for the use of and the access to the WLAN ("BVB WLAN") of Borussia Dortmund GmbH und Co. KGaA ("BVB").

2. Authorization of use

- 2.1. The use of the BVB WLAN does not require any registration with BVB or any other login. The user is only required to consent to the application of these WLAN T&Cs.
- 2.2. The contract of use between BVB and the user is concluded by automatically granting an option of usage once the user has consented to the application of these WLAN T&Cs.
- 2.3. By means of WLAN technology, a wireless transfer of data will be enabled between the BVB WLAN and the user's WLAN-enabled device. In order to use the BVB WLAN, the user needs to provide the necessary hardware and software required to establish a connection to the BVB WLAN (e.g. WLAN-enabled mobile phone or similar device).
- 2.4. By providing the BVB WLAN, BVB offers a voluntary and free service to the visitor of the stadium. The users neither have the right to a specific connection quality nor to a specific transmission speed nor to any other service. BVB may deactivate the BVB WLAN or withdraw the offer at any time.
- 2.5. The transmission speed during usage depends, amongst others, on the network utilization of the Internet backbone, the transmission speed of the selected servers of the respective content provider and the number of users in the BVB WLAN.
- 2.6. The user shall not be entitled to unlimited access to the Internet. In particular, BVB may filter and/or block certain websites at its free discretion.

3. Security

- 3.1. The wireless transfer of data between the BVB WLAN and the user's WLAN-enabled device will not be encrypted. Thus, it cannot be ruled out that third parties may gain unauthorized access to the data that is transferred via the BVB WLAN. Each user shall be responsible for arranging measures to secure the data traffic.
- 3.2. BVB strongly advises against sending confidential information or making financial transfers via the BVB WLAN.

4. No wrongful use

- 4.1. The user must not use the BVB WLAN in a wrongful manner. In particular, the following activities shall be prohibited:
- (a) The unsolicited sending of news and information to third parties for advertising purposes (spamming);
 - (b) the unauthorized retrieval of information and data or the hacking of data networks;
 - (c) the transfer of executable routines (e.g. spyware, dialers etc.) in an automated, unauthorized and hidden manner onto other users' devices;
 - (d) the use of peer-to-peer networks;
 - (e) the use of equipment or running of applications that lead or may lead to disruptions in / alterations to the physical or logical structure of the WLAN server, the WLAN network or other networks;
 - (f) the use of file-sharing offers;
 - (g) the offering, transfer or prompting the transmission of viruses, Trojan horses, junk mails or unsolicited bulk mails;
 - (h) the distribution of information with unlawful or unethical contents. These include without limitation all information that prompt an incitement to hatred and violence against segments of the population (*Volkshverhetzung*), encourage crimes or glorify or trivialize violence, that are sexually offensive, in each case as defined in Sections 130, 130a and 131 German Criminal Code (*Strafgesetzbuch*, "StGB"), or that are pornographic as defined in Section 184 StGB, that constitute a serious risk of moral harm to children and adolescents or harm of their welfare or that may serve to damage the reputation of BVB.
- 4.2. BVB shall be entitled to disable any user's access at all times and in particular where circumstances occur that cause BVB to assume that the BVB WLAN is used in violation of these WLAN T&Cs or for other illegal purposes.

5. Responsibility and liability

- 5.1. The users shall be responsible towards BVB and any third party for any content he may retrieve, transmit or otherwise distribute by means of the BVB WLAN.
- 5.2. BVB does not assume any guaranty, warranty or liability that the BVB WLAN is available at all times. This applies, in particular, if the BVB WLAN is non-functional due to external attacks.
- 5.3. BVB shall only be liable in cases of intent or gross negligence. This shall not apply in cases of legally mandatory liability, in particular under the German Product Liability Act.
- 5.4. The user shall be obliged to ensure adequate measures to avert or mitigate damage and in particular to procure sufficient anti-virus protection, backups etc.

BVB WLAN Privacy Policy

1. Provider, data controller

- 1.1. The BVB WLAN is operated by Borussia Dortmund GmbH & Co. KGaA, Rheinlanddamm 207-209, 44137 Dortmund, Germany ("BVB").
- 1.2. BVB is responsible for the collection, processing and use of personal data in connection with the BVB WLAN as data controller.
- 1.3. However, this responsibility does not include the collection, processing and use of personal data by third parties, e.g. where you access third party contents (such as websites) using the BVB WLAN. For any data processing in that context, the responsibility lies with the respective third party.

2. Type, scope, place and purpose of the collection, processing and use

- 2.1. With respect to establishing, performing and terminating the contract for the use of the BVB WLAN, BVB does not collect, process or use any subscriber data (*Bestandsdaten*).
- 2.2. However, BVB does collect and use data that are generated when using the BVB WLAN (traffic data). Such data include, for example, the number or other identification of the connections or of the device involved, personal authorization codes, location data as well as the beginning and end of the respective connection (date and time) as well as any other traffic data required for establishing and maintaining the telecommunications connection. Once the connection ends the traffic data will be anonymized or deleted immediately, unless their storage or usage is permitted or required due to statutory provisions.
- 2.3. The above-mentioned data will be collected and used at the respective location of the WLAN system.

3. Right to information, correction and deletion

- 3.1. You have the right to request information on your personal data stored with the BVB at any time. You may have false data corrected or deleted at any time.

For this purpose, please contact:

Borussia Dortmund GmbH & Co. KGaA

– Data protection / service –
Rheinlanddamm 207-209
D-44137 Dortmund

or send an email to: datenschutz@bvb.de

3.2. If you have any further questions, suggestions or complaints as to the handling of personal data, BVB's responsible data protection officer, Mr. Thomas Göllner, will be happy to assist you.

4. Change of the Privacy Policy

BVB reserves the right to change this Privacy Policy at any time, observing the applicable statutory provisions.

About us

Provider:

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44137 Dortmund
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Fax.: +49 (0)2 31 - 90 20 4105
Email: service@bvb.de
Internet: www.bvb.de
Seat and commercial register: Dortmund
Local Court Dortmund HRB 14217
Tax office Dortmund-West
Tax no.: 314/5763/0046
VAT-ID no.: DE 209071608

Authorized representative (chair of the supervisory board (*Aufsichtsrat*)): Gerd Pieper (business address see above)

Sole general partner:

Borussia Dortmund Geschäftsführungs-GmbH
Rheinlanddamm 207-209
44137 Dortmund
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Fax.: +49 (0)2 31 - 90 20 4105
Seat and commercial register: Dortmund
Local Court Dortmund HRB 14206
Tax office Dortmund-West
Tax no.: DE 314/5763/0090

Authorized representative (managing director (*Geschäftsführer*)) Hans-Joachim Watzke (chair), Thomas Treß (business address see above)