

ESK EVENTS

c/o DEICHBRAND Festival
c/o ELBENWALD Festival

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General Terms and Conditions (Ticket purchase // DEICHBRAND Festival)

The following General Terms and Conditions ("T&Cs") of ESK Events & Promotion GmbH (hereinafter also "ESK", "we", "us") govern both the purchase of tickets for the open air-festival DEICHBRAND ("Festival") promoted by us as well as the conditions for attending the Festival.

By purchasing and holding a ticket for the Festival, customers accept the applicability of these T&Cs.

For ease of reference, all references to customers, consumers, promoters, and other persons are made in its female ("she") or plural form. This designation shall refer to persons of all gender and to the singular, where applicable.

Part A General Terms and Conditions / purchase of tickets / corresponding transport services

1. Scope of application

For all contracts and orders placed for the purchase of tickets for the Festival, the following T&Cs apply exclusively in relation to ESK.

If the right to use the transport services of third parties (e.g. transport associations) is acquired with tickets for the Festival, the terms and conditions of these third parties apply to these transport services. We ask customers to familiarize themselves with the terms and conditions of the third party with regard to transport services. Any claims relating to the transport services must be asserted against these third parties.

2. Conclusion of contracts, cancellation

2nd1st The offer to conclude a contract is made by the customer by clicking on the "Buy now" button ("Order"). The contract for the purchase of the ticket is only and exclusively concluded when we send the customer the transaction number by e-mail ("Confirmed Order").

2nd2nd We are entitled to cancel a Confirmed Order (unilateral right of withdrawal) if the customer violates or attempts to circumvent the conditions set out in sections 3 and/or 4. The same applies to other specific conditions that were pointed out before the Order was placed (e.g. violation of a restriction on the number of tickets per customer). The declaration of cancellation/withdrawal can also be made implicitly by crediting the amounts paid for the tickets. Cancellation/withdrawal is subject to §§ 346 ff. BGB apply to the cancellation/withdrawal to the exclusion of § 350 BGB.

2.3. We assume no liability for the accuracy of the information provided in the ordering process. Tickets are available while stocks last.

2nd4th If postal dispatch has been selected as the shipping method, the customer must check their consignment for completeness immediately upon receipt. Complaints will only be accepted if they are received by us within a maximum of seven calendar days after receipt of the consignment or, if this is earlier, ten calendar days after dispatch of the consignment.

3. Prohibition to commercially resell tickets

3rd1st The commercial resale of tickets is not permitted. Tickets may not be sold at a higher price than the printed ticket price plus any proven fees charged when the ticket was purchased. They may also not be offered for sale to the public at such a price or in an auction.

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3rd2nd In the event of a breach, we reserve the right to cancel the ticket and all other tickets purchased by the customer without further notice and without compensation (Section 2.2.).

3rd3rd In the event of a breach, we also reserve the right to impose a contractual penalty to be determined at our reasonable discretion, to be paid by the customer and, in the event of a dispute, to be reviewed by the competent court as to its appropriateness. As a rule, the contractual penalty will amount to 50% of the price stated on the ticket offered/sold for sale. Other claims of ESK remain unaffected, but the penalty must be set off against any corresponding claim for damages.

4th Prohibition to use tickets for lotteries/raffles

4th1st Tickets may only be used for competitions/raffles with the prior consent of ESK.

4th2nd In the event of a violation, we reserve the right to cancel the ticket and all other tickets purchased by the customer without further notice and without compensation (Section 2.2.).

4th3rd In the event of a breach, we also reserve the right to impose a contractual penalty to be determined at our reasonable discretion, to be paid by the customer and, in the event of a dispute, to be reviewed by the competent court as to its appropriateness. As a rule, the contractual penalty shall amount to 100% of the price stated on the ticket offered in the competition/raffle. In the event of a permanent breach, the contractual penalty will be forfeited anew for each day or part thereof. Other claims of ESK remain unaffected, but the penalty must be set off against any corresponding claim for damages.

5. Price components and payment modalities

5th1st Payment is possible by credit card (VISA, MasterCard, American Express), PayPal or giropay, depending on the order modality. Statutory VAT is included in the price communicated ESK. VISA and MasterCard payments are processed by CTS EVENTIM Nederland B.V., Postbus 3096, 2130 KB Hoofddorp, The Netherlands.

5th2nd Note on data transmission for credit card transactions using 3D-Secure: Due to legal requirements (implementation of the Payment Services Directive "PSD2") and/or to protect against fraudulent use of credit card data, the so-called 3D-Secure procedure may be used. In this process, browser data, credit card data, address data (billing address, email address) and the transaction amount with currency are transmitted to the card-issuing institution via the credit card organisations. This data is used by the card-issuing institution to determine the fraud risk of the transaction; depending on the amount and the result of the credit institution's check, additional authorisation of the credit card transaction may be required, e.g. via TAN or app.

5th3rd Service and shipping costs are charged. These fees are displayed to the customer in the shopping basket when ordering.

6th No right of withdrawal (Kein Widerrufsrecht)

6.1. A right of withdrawal does not exist for contracts for the provision of services in the fields of accommodation other than for residential purposes, transport of goods, car rental services, deliveries of food and beverages, or services related to leisure activities, if the contract provides for a specific date or period of performance (§ 312g para. 2 sent. 1 no. 9 BGB).

6th2nd A ticket order is an offer to enter into a contract providing for a specific date or period of performance for services related to leisure activities. A right of withdrawal does not exist for festival and concert tickets; this

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includes all kinds of tickets, e.g. tickets for concerts, day tickets for festivals, or festival tickets including camping/caravan space.

7th Retention of ownership, set-off, right of retention where purchase based on invoice

7.1. ESK retains ownership of the purchased item until the invoice amount has been paid in full. The corresponding security rights are transferable to third parties.

7th2nd The client only has a right of set-off and/or retention in respect of claims and/or rights that have been legally established or are undisputed or recognised by ESK. Furthermore, the customer only has a right of retention if and insofar as her counterclaim is based on the same contractual relationship.

7th3rd If ESK's claims against the client are not only temporarily secured by more than 110%, ESK will release security interests up to the aforementioned limit at the client's request.

8th Limitation of liability, no cancellation for certain breaches of duty

8th1st We, our executive bodies, employees and vicarious agents, as well as any co-organisers, shall in any case be liable without limitation under the Product Liability Act, for damage caused intentionally or by gross negligence, for fraudulently concealed defects and for damage resulting from injury to life, limb or health. In addition, we shall be liable if and to the extent that we have given a guarantee and breach this guarantee.

8th2nd In the event of simple negligent breach of essential contractual obligations, the above-mentioned persons shall only be liable - unless liability already exists in accordance with Section 8.1 - limited to compensation for foreseeable damage typical of the contract. Essential contractual obligations are all obligations whose fulfilment is a prerequisite for the execution of the contract and on whose fulfilment the customer regularly relies and may also rely.

8th3rd If and insofar as liability of the above-mentioned persons is not given in accordance with one of the above paragraphs, liability in cases of simple negligence is excluded.

9. Cancellation for Force Majeure

9th1st If the Festival is cancelled or postponed due to Force Majeure (as defined below) before the start of the first concert, the tickets remain valid; the ticket holder is entitled to use the ticket to attend the next following or postponed edition of the festival (the "Subsequent Event"). In the event of cancellation, the Subsequent Event will generally take place in the same period of the following year. ESK will announce the exact date for the Subsequent Event immediately, at the latest within two weeks of the cancellation or postponement of the Festival on the website of the Festival; the date may not be more than 13 months after the end of the cancelled or postponed Festival, otherwise the tickets will not remain valid.

9th2nd Ticket holders may, however, request a refund of the price printed on the ticket, if it is unreasonable for them to attend the Subsequent Event. In particular, it is unreasonable for ticket holders to attend the Subsequent Event if they have, at the time of the announcement of the date for the Subsequent Event, already

- ☐ booked a vacation trip, bought tickets for a concert, festival, sport event or a similar event, or
- ☐ planned a compulsory business trip that cannot be postponed or received a similar obligation arising from a service or employment relationship (such as on-call duty),

or

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- ☐ if the date of the Subsequent Event coincides with a birthday, wedding, anniversary of the ticket holder or a close relative (grandparents, parents, siblings, children, grandchildren).

9th3rd Moreover, it is unreasonable for ticket holders to attend the Subsequent Event, if at the latest three months before the Subsequent Event, personal circumstances arise, which will most likely make attendance to the Subsequent Event unreasonable, such as:

- ☐ illness or other health impairment,
- ☐ operation, stay at a health resort or clinic, rehabilitation measure or comparable measures to restore or promote health,
- ☐ obligation to care for close relatives (grandparents, parents, siblings, children, grandchildren).

9th4th Ticket holders have to assert that it is unreasonable for them to attend the Subsequent Event at the latest three months before the Subsequent Event so that ESK can sell the ticket to another person. Ticket holders have to substantiate the circumstances that make attendance to the Subsequent Event unreasonable, as far as possible and as far as can reasonably be expected, e.g. by providing copies of travel documents. As far as ticket holders have been sent a (physical) ticket, a refund will only be made upon submission of the original ticket.

9th5th Force Majeure is any event that is beyond control of ESK. For example, Force Majeure exists in the event of

- ☐ war, civil war, war-like events, acts of terrorism, political unrest and/or the use of chemical, biological, biochemical substances and/or nuclear energy;
- ☐ pandemics (incl. the Covid-19 pandemic and any pandemics of SARS-CoV-2 virus or any mutation thereof), epidemics, epidemics or similar risks of disease and/or in the event of natural disasters (storms, hurricanes, earthquakes or floods, etc.) or the consequences thereof;
- ☐ governmental, official or other public-law interventions and measures, such as orders, general decrees, etc., for which ESK is not responsible, which prevent the event from being held and which did not already exist at the time the ticket was sold with effect for the date of the event.

Force majeure shall be deemed to have occurred both when such an event has occurred and when such an event is reasonably likely to occur at the time of the event. The assessment as to whether a corresponding event has occurred or is imminent shall be made by ESK, taking into account a reasonable period for examination and consideration, immediately after the event has become known, at its reasonable discretion, in particular taking into account the interests of the ticket holders.

10. Cancellation / curtailment / interruption / relocation / rescheduling

10th1st Our liability in the event of cancellation, termination, interruption, postponement or Other Material Changes (see definition in the following section) of the Festival is limited to the refund of the price printed on the ticket. Personal arrangements made by the ticket holder or guests, including travel to and accommodation at the festival (unless it concerns accommodation on camping or mobile home sites at the Festival), are at the customer's own expense and risk; we will not reimburse any expenses incurred for this. For the limitation of the scope of reimbursement under this clause, the restrictions under clause 8 above apply accordingly.

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10th2nd An Other Material Change exists if the change makes the festival an essentially different event than a purchaser of a ticket may reasonably expect when purchasing the ticket. 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 an Other Material Change in this sense; this also applies to so-called "Headliners".

10th3rd 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 the authorities and if the number of tickets sold at the time of the restriction exceeds the number of visitors permitted at that time, ESK is entitled to cancel tickets to the extent necessary. The same applies to tickets that entitle the holder to visit special areas (e.g. backstage area). ESK will use an appropriate, transparent and non-discriminatory procedure to determine which tickets will be cancelled or converted and how any redistribution of tickets will be carried out.

10th4th For cancelled tickets, the visitor will receive a refund of the price printed on the ticket or, at the discretion of ESK, a corresponding voucher if the promoter is entitled by law to issue vouchers in this case. Further claims for compensation or reimbursement of expenses (e.g. in relation to cancellation costs for travel or hotel bookings) do not exist. In addition, the restrictions set out in Section 8 above apply accordingly.

10th5th Any further statutory rights of ESK (e.g. due to a law to mitigate the consequences of the COVID-19 pandemic in event contract law) remain unaffected in any case and continue to apply.

11th Applicable laws, out-of-court settlement of disputes

11th1st The laws of the Federal Republic of Germany shall apply exclusively, with the exception of German provisions on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Irrespective of the abovementioned choice of law, consumers with a habitual residence outside the Federal Republic of Germany may always invoke provisions from which, according to the laws of their country of habitual residence, no deviation by agreement may be made.

11.2. Please note the following:

- ☐ The European Commission has made available a platform for online dispute resolution [here](#) since 15 February 2016. The email address of ESK is: info@deichbrand.de
- ☐ We are not obliged to nor will we participate in any out-of-court dispute resolution procedures.

Part B Special Provisions for parking tickets / special camping

1. Parking tickets

1st1st For the use of designated parking areas at the Festival, it may be necessary to purchase a parking ticket via the website of the Festival or on site from the stewards. The ticket entitles the holder to park the vehicle for the duration of the festival in a car park designated by the stewards; it must be exchanged on site for an authorization slip, which must be filled in with the license plate number and placed in a clearly visible position behind the windshield.

1st2nd By purchasing a parking ticket, a rental agreement is concluded for a parking space for a vehicle in the designated parking areas. The parking space will be allocated on site by the parking attendants. There is no entitlement to a specific parking space. ESK is not responsible for guarding the parked vehicle.

1st3rd The parking spaces must be vacated completely on the day of by the time published for the Festival. If the parked vehicle is not removed in time, ESK is entitled, without setting a further deadline, to have it removed

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and stored at the expense of the visitor who parked the vehicle, unless she is not responsible for the untimely removal of the vehicle.

1st4th A refund of the rental price in the event that the parking ticket is not used is only possible in accordance with the statutory provisions of § 537 BGB and is otherwise excluded.

1st5th Strict liability in accordance with § 536a BGB does not apply. In all other respects, the liability provisions in Part A shall apply.

1st6th Overnight stays in vehicles parked in the car parks are not permitted.

2. Special Camping

These terms and conditions apply in addition to the terms and conditions stated in Part A for the conclusion of contracts for the rental of special camping offers – either (i) that of a specific area on a camping site, or (ii) that of a specific pitch within a motorhome area (including an electricity connection, if applicable) or (iii) that of tent accommodation in the specially designated camping area of a festival with set-up tent accommodation in the “Comfort Village”. These are collectively referred to as “Special Camping Offers”.

2.1. General terms

2.1.1. Tickets/stickers

Proof of the purchase of a Special Camping offer (“Special Camping Ticket”) may only be sent by post, as applicable per Special Camping Offer. It is not possible to resend a Special Camping Ticket.

Special Camping Tickets are non-transferable (in particular, they may not be sublet or otherwise transferred to third parties) and the (camper van) area allocated with the ticket cannot be changed after acceptance of the rental agreement by ESK.

If a sticker for a vehicle authorising the use of a camper van area is delivered, it must be firmly and visibly attached to the vehicle when entering the space so that it can be checked by the security service. If a specific parking space has been rented, the security service will allocate the parking space according to the number on the ticket or sticker. Entry may be refused if the respective vehicle is not authorised for the motorhome area according to the motorhome conditions of the festival (the conditions can be viewed under “More information” (“Mehr Informationen”) before purchasing the ticket).

Special camping Tickets alone do not authorise you to enter the concert area (“Infield”), every guest must present a Festival Ticket for all days (“Kombiticket”, VIP, Firendship, Early Bird, Wildcard)!

2.1.2. Cancellation

The customer may cancel the purchase of a Special Camping Ticket before the start of the Festival. The cancellation must be declared to ESK, whereby the declaration must clearly state whether the customer is cancelling the purchase of the Festival Ticket and the Special Camping Ticket or only the purchase of the Special Camping Ticket. We recommend that the cancellation be made on a durable medium (e.g. by letter or email).

If the customer cancels both the Festival Ticket and the Special Camping Ticket in accordance with the above paragraph, ESK loses the right to the price of the Festival Ticket and the Special Camping Ticket. If the

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customer only cancels the Special Camping Ticket, ESK only loses the right to the price of the Special Camping Ticket.

In both cases, we may demand reasonable compensation instead of the price. This does not apply if we are responsible for the cancellation 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 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.

We will set a lump sum for the amount of reasonable compensation. The lump sums are based on the price of the respective ticket less the value of the expenses saved and less what we acquire by utilising the services elsewhere. The lump sums also take into account the period between the cancellation notice and the start of the festival. We will justify the derivation of the amount of compensation at the request of the hirer.

If the customer cancels only the Special Camping Ticket, the following compensation flat rates apply:

- ☐ For cancellations up to the 30th calendar day before the start of the festival: 20%,
- ☐ from the 29th to 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 to the day of the start of the festival: 95%.

If the customer cancels both the Festival Ticket and the Special Camping Ticket, the price of the Festival Ticket will not be taken into account. The compensation amounts to 100% of the price of the Festival Ticket plus the above-mentioned lump sums for the Special Camping Ticket:

In all cases, the customer is entitled to prove that the reasonable compensation to which the lessor is entitled is significantly lower than the lump sum demanded by the lessor.

2.1.3. Cancellation by ESK

We reserve the right to cancel Special Camping Offers up to 14 calendar days before the start of the Festival if not enough bookings have been received for a Special Camping Offer. In this case, any payments already made will be refunded in full and Festival Tickets will remain valid.

2.2. Additional terms for tent accommodation

2.2.1. Check-In

When entering the "Comfort Village! for the first time, the ticket for the festival and the tent accommodation ticket will be validated at the reception and festival wristbands will be issued to the customer and her travelling companions. The booked tent accommodation will also be allocated.

We would like to point out that guests using tent accommodation are subject to the legal obligation to register in accordance with §§ 29, 30 of the Federal Registration Act. Special registration forms are available in the tent accommodation and must be completed and signed by hand and handed in at reception immediately after check-in.

2.2.2. Use, period of use, inventory

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The tent accommodation is rented for a maximum of five nights from the start of the festival. On the day of arrival, the customer can move into the area at the earliest at the official opening of the camping areas, which is announced on the website of the Festival and in the festival app. On the day of departure, the area must be made available by 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 changes to the tent accommodation are prohibited; it is also 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 the inventory must be checked by the customer immediately after check-in. If the customer does not report any defects in the tent accommodation and/or the inventory (including missing inventory) immediately, but no later than 30 minutes after check-in, the condition of the tent accommodation and the inventory (including any missing inventory) shall be deemed to be in accordance with the contract.

Damage caused to the tent accommodation or the inventory during the rental period shall be reimbursed by the customer at cost price, unless neither the customer nor the persons travelling with her are responsible for the damage.

2.2.3. Use of power connection

For safety reasons, power connections are limited to a maximum output of 1,000 watts per socket.

The power is generated locally and is therefore susceptible to interference and voltage fluctuations. ESK accepts no liability for the use of the power source and for any defects in equipment caused by voltage fluctuations or failures. ESK also reserves the right to suspend or interrupt the power supply in the event of extreme weather conditions, for good cause or for safety reasons (temporarily if necessary). The customer has no claims in this case

The customer and her travelling companions 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.

2.2.4. Liability

ESK is liable for loss of or damage to items brought into the tent accommodation by the hirer and accompanying persons in accordance with the statutory provisions of §§ 701 ff. BGB. In all other respects, the liability provisions in Part A apply.

2nd3rd Additional terms for camper van lots incl. a power connection

ESK only provides the power connection in form of a "Schuko" connection. For safety reasons, power connections are limited to a maximum output of 2,000 watts per connection.

The electricity is generated locally and is therefore susceptible to interference and voltage fluctuations. ESK accepts no liability for the use of the power connection and for any defects in equipment caused by voltage fluctuations or failures. ESK also reserves the right to suspend or interrupt the power supply in the event of extreme weather conditions, for good cause or for safety reasons (temporarily if necessary). The customer shall have no claims in this case.

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By purchasing the ticket for the area including power connection, the customer is obliged to protect the power connection from liquids of any kind and to report any problems with the power connection to the security service immediately.

Part C Organising and attending the Festival

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 car park, camping and mobile home areas.

"Festival Site" means the entire area on which people are present before and during a festival, i.e. for the purposes of these T&Cs the "Parking Areas", the "Camping Areas" and the "Camper Van Areas" designated by ESK, as well as the area that begins after further access controls to the stages and which is called the "Concert Area" or "Infield".

1st General House Rules for the DEICHBRAND Festival

1.1. (Re-)Entering a Festival Site

Entry to a Festival Site is only possible with a wristband with an attached fastener ("festival wristband"), which is put on the guests after the ticket has been validated. The undamaged festival wristband with the original fastener must be presented each time the Festival Site is entered; otherwise there is no entitlement to re-entry.

In the event of loss of the festival wristband for which ESK is not responsible, there will be no replacement and no refund of the admission price.

1.2. Security checks

For security reasons and to avoid waste, a security check is carried out by a security service appointed by ESK every time a Festival Site is entered. Certain items (e.g. weapons, illegal drugs, etc.) may not be brought onto the festival site and may not be carried there. A current list of prohibited items for each area of a festival site (infield, camping, motorhome and parking areas) can be viewed on the website of the festival (for "Festival Site": here, for "Infield": here). If guests are not prepared to hand in prohibited items at the entrance and - possibly implicitly by handing in the prohibited items - agree that the items will be disposed of, the security service will refuse admission. ESK is not obliged to store any items handed in; there are no claims for the disposal of prohibited items handed in.

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

The security service is entitled to approach guests on the entire festival site if there is reasonable suspicion that they are carrying unauthorized items, to question them about this and, if the guests cannot dispel the reasonable suspicion, to search them for unauthorized items.

The security service is also authorized to carry out additional security checks when passing through other areas of a festival site, e.g. from camping areas to the infield.

1st3rd Entering the Concert Area ("Infield")

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The following also applies when entering the Concert Area: There are free drinking water taps on the event areas. It is not permitted to bring your own drinks onto the event areas. The form in which it is permitted to take drinking containers onto the Concert Area will be announced in good time before the Festival on the website of the Festival ([here](#)) and/or in the festival app.

1.4. Regulations for minors

The regulations for the admission of children and young people under the age of 18 can be found on the website of the festival ([here](#)). In all other respects, the statutory provisions of the German Youth Protection Act (JuSchG) apply.

1.5. Exclusion of guests

ESK reserves the right to refuse entry to the Festival Site to obviously drunk or similarly conspicuous guests, even with a properly applied and undamaged wristband. The assessment and instructions will be made by the security staff, which must be followed.

If guests seriously violate the house rules, ESK is entitled to exchange the festival wristband for a "yellow wristband". Guests with a "yellow wristband" must leave the Festival Site (or a designated area) and may only re-enter it on the following calendar day if they have had a conversation with the security service and the latter comes to the conclusion that the guests will now respect the House Rules. If guests are given a "yellow wristband" a second time, ESK is free to exclude them permanently from entering the Festival Site. In none of the aforementioned cases will the admission price be refunded.

If there is important reason, in particular if guests commit crimes on the Festival Site (e.g. assault, theft, dealing in narcotics) or carry out actions that give rise to suspicion of criminal offenses (e.g. anti-state and/or possibly inciting slogans), or set off fireworks, ESK is entitled to exclude them from the Festival immediately. If ESK exercises this right, the admission ticket or festival wristband will lose its validity. Any claim for re-admission or reimbursement of the ticket price is excluded.

1st6th Consent to the production and use of sound and image recordings

ESK will film, livestream, photograph and make audio and audiovisual recordings of the Festival. 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 ESK in connection with the Festival, as well as to their subsequent exploitation in all present and future media (such as in particular in the form of audio and video recordings and digital distribution, e.g. via the Internet). This means in particular that guests grant ESK the right, unlimited in time, place and content, to record images, voice, actions and/or statements of the guest in any form free of charge without the separate consent of individual guests and to reproduce, broadcast, make publicly accessible and/or distribute them in any other form in media of their choice for any commercial and non-commercial purposes. This includes the right to pass this right on to third parties such as agents and licensees.

1st7th Cameras, recording devices, image and sound recordings

Only non-professional cameras and cell phones with a camera function are permitted on Concert Areas. It is not permitted to carry SLR cameras, cameras with zoom lenses or video function of any kind, video cameras and audio recording devices of any kind, such as tape recorders, MP3 recorders and dictation machines. ESK is entitled to refuse guests access to the Infield if they are not prepared to hand in the devices at an entrance

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area. ESK is not obliged to store any items handed in. Guests can either deposit the items in the lockers in the entrance area or in their vehicles. ESK 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 the use of any available lockers. Claims against ESK for unauthorized theft of equipment from the lockers are excluded, unless the theft can be reverted to an intentional or grossly negligent action of ESK.

All rights to audio and video recordings of the Festival for the purpose of commercial exploitation are held exclusively by ESK. No one may record, broadcast and/or make such recordings available to the public for commercial purposes without the prior written consent of ESK. This includes, in particular, the distribution of such recordings directly via the internet.

1.8. Hearing damage

ESK is only liable for hearing damage in cases of intent or gross negligence or if a duty of care has culpably not been fulfilled. Guests should avoid being in the immediate vicinity of loudspeakers; appropriate 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 is strongly recommended, especially in the vicinity of the stages.

1.9. Entry restrictions

Access to areas of a Festival Site with a limited capacity will only be granted within the scope of the officially authorised guest capacities. If the capacity is exhausted, ESK may temporarily restrict access without this giving rise to a claim for (partial) reimbursement of the ticket price.

1.10. Liability for theft, etc. / lockers

ESK is only liable within the limits of Part A Section 8 for damage and losses incurred by guests as a result of burglary, theft, fire, natural events or similar occurrences. Valuables can be deposited in lockers in the entrance area of event areas for a fee. ESK accepts no liability for the availability of lockers. Guests are not entitled to the availability of a locker.

1.11. Prohibitions

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;
- ☐ endanger other guests in any way - in particular by crowdsurfing or by burning pyrotechnics (including fireworks, Bengal fires) -> the burning of pyrotechnics will be reported to the police;
- ☐ maintain an open fire
- ☐ use escape routes and stairs as seating;
- ☐ carry animals with you;
- ☐ dispose of waste outside the rubbish bins and containers provided;
- ☐ urinate and/or defecate outside the toilets provided;
- ☐ wilfully damage objects or facilities (this includes significant and not merely temporary changes to the appearance, e.g. through graffiti) -> such damage will be reported to the police;

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- ☐ enter or climb on embankments, fences, light poles, buildings, electricity boxes, rubbish containers, rubbish bins or other infrastructure facilities;
- ☐ introduce water-polluting or water-contaminating substances into the ground;
- ☐ stay in military security areas in the vicinity of Festival Site
- ☐ collect recyclable materials (e.g. bottles or cans), the return of which is linked to the payment of a deposit, for the purpose of generating revenue -> we reserve the right to exclude guests who violate this obligation from visiting the festival and to confiscate the collected recyclable materials;
- ☐ operate sales outlets without the consent of ESK; consent from ESK may be requested prior to the start of the event; the operation of unauthorised sales outlets may result in immediate exclusion from the festival; we also reserve the right to confiscate the goods offered for sale and only return them after the end of the Festival.

1.12. Commandments

The instructions of the security service must be followed at all times.

Escape routes and stairs must be crossed quickly.

Consideration must be shown towards other Festival guests.

1.13. Staying on the Festival Site without authorisation

Persons who remain on the Festival Site without authorisation will be charged with theft of services (§ 265a StGB) and trespassing (§ 123 StGB).

2. Special House Rules for Parking, Camping, as well as Camper Van Areas

2.1. Arrival of guests, parking, towing, allocation of areas at the DEICHBRAND Festival

Guests are responsible for their own journey to the Festival and park their vehicles at their own risk. Vehicles may only be parked in designated parking areas or spaces; these may be subject to a charge. Illegal parking is prohibited and will be reported to the police. ESK expressly points out that Parking and Camping Areas are separate.

There is no entitlement to the allocation of a specific parking and/or camping and/or camper van lot. The allocation of parking, camping and camper van lots is carried out by the security service. Escape and rescue routes must be kept clear at all times.

ESK would like to point out that some of the areas designated as car parks are meadows and/or fields. The accessibility of these areas may be difficult/restricted due to weather conditions.

ESK accepts no liability for the towing of vehicles by third parties. We do not offer a towing service, but can put you in touch with a tow truck free of charge for guests on request. ESK accepts no liability for the choice of towing company, in particular we do not guarantee that it is an authorised towing company. Guests are obliged to organise the towing of their vehicles themselves. The commissioning of a third party with the towing process is at the guest's own risk and responsibility, even if ESK has made the contact. ESK expressly points out that the towing of vehicles by means of vehicles not intended for this purpose (e.g. tractors) can lead to damage to the vehicle to be towed.

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If a vehicle is parked in a parking space without a clearly visible and completed authorization certificate (see Part B. No. 1 above), we will charge a processing fee of € 50 in addition to the price of the parking ticket (currently € 30); we expressly reserve the right to claim further costs to identify the person registered as the holder of the car or to collect the debt.

The parking and camping instructions published on the festival website ([here](#)) apply in addition; the instructions of the security staff must also be followed in this respect.

2.2. Closure / clearing of certain areas

For safety reasons, ESK is authorised to temporarily or completely clear and cordon off certain Parking, Camping and Camper Van Areas or parts thereof, without this giving rise to a claim for (partial) reimbursement of the ticket price. ESK's instructions in this regard must be followed immediately in order to avert danger to life and limb.

2.3. Camping and use of camping lots in the Camping Area

Camping is only permitted in designated Camping Areas. Camping in areas not designated as such is prohibited. Wild camping is prohibited and will be reported to the police. ESK reserves the right not to open all Camping Areas at the same time, but to open Camping Areas as required and in stages.

The website of the Festival ([here](#)) shows how long the camping areas will be open. Guests must vacate the area they are using by the time the Camping Area closes at the latest. ESK is authorised to dispose of any items left by guests in the Camping Area after the camping area has closed. ESK is under no obligation to store items that are still on the Camping Area after it has been closed.

When camping, environmental protection, the principles of waste avoidance and correct waste disposal must be observed. The unauthorised construction of fireplaces is prohibited on the entire Festival Site and in particular on Camping and Camper Van Areas due to the resulting fire hazard.

Luggage may be transported from the Paring Areas to Camping Areas with the aid of handcarts, sack trucks or push trolleys; car trailers may not be taken to Camping Areas.

2.4. Use of camper van lots in Camper Van Areas

It is permitted to stay overnight in certain vehicles on parts of the Festival Site designated as Camper Van Areas. Which vehicles are permitted for access and overnight stays in Camper Van Areas can be viewed under "More information" ("Mehr Informationen") before purchasing the ticket. Access and parking of vehicles requires that a valid Camper Van Ticket has been purchased and that a Camper Van sticker with the mobile phone number of the purchaser of the motorhome ticket is clearly visible on the windscreen of the vehicle. One pavilion or tent (for camping) may be put up per vehicle in the immediate vicinity of the vehicle (maximum 3m x 3m).

As no inspection of the vehicle used can be carried out when the Camper Van Ticket is purchased, ESK reserves the right to refuse access to Camper Van Areas to vehicles that do not fulfil the aforementioned conditions. A refund of the fee already paid for the motorhome ticket is excluded; the fulfilment of the aforementioned conditions is the sole responsibility of the holder of the Camper Van ticket. The same applies to the ongoing monitoring by ESK of compliance with the aforementioned conditions during parking.

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The fee paid for the use of Camper Van Areas spaces merely represents the fee for the provision of the parking space. It does not include or justify any management or monitoring services by ESK, nor any other services or duties of care, apart from mandatory statutory provisions.

2.5. Operation of sound systems

The operation of sound systems (without power generators) is permitted during the daytime; loudspeakers must be positioned in such a way that they do not cause noise to the surrounding guests. The maximum volume may be limited by the security service for the protection of residents. The operation of sound systems is not permitted during night-time hours. The period between 2.00 a.m. and 8.00 a.m. is usually considered a night-time period. Daytime and night-time hours may vary at the individual festivals; shorter or longer night-time hours will be announced on the website of the Festival ([here](#)) and/or in the festival app.

2.6. Prohibition of boundaries / holes

No boundaries (rain gutters) or other holes (e.g. for cooling puposes) may be dug in the camping and mobile home areas.

2.7. Escape routes

The escape routes marked on the ground must be noted at all times. They must be kept clear under all circumstances. The markings may not be altered or removed.

2.8. Use of cooking appliances / open fires / campfires

Open fires and campfires are not permitted.

Certain gas cooking appliances are permitted; they must be in flawless technical condition and comply with German and/or European standards (e.g. DIN or EN). Only gas cartridges (stitch and valve cartridges) with a maximum filling weight of 500g may be used.

2.9. Barbecues/Grilling

Barbecues are permitted with disposable and three-legged barbecues. Barbecues may be prohibited for safety reasons in the event of storms or similar weather conditions, e.g. risk of forest fires. If a fire breaks out, the security service must be informed immediately, even if the fire can be extinguished.

To avoid accidents, the use of alcohol, gasoline or other flammable liquids is strictly prohibited. Only commercially available charcoal lighters are to be used in accordance with the instructions for use. The barbecue must never be left unattended to burn or glow out. It is forbidden to pour charcoal onto the lawn to burn out or to deposit or dispose of it in the garbage cans or containers while still glowing.

2.10. Waste disposal

At the festival wristband distribution points, guests will receive a garbage bag after putting on their wristband.

During the Festival, waste must be disposed of in the garbage cans and containers provided at the designated waste collection points. As long as the supply lasts, additional garbage bags will be distributed free of charge by the stewards.

2.11. Care of paths, facilities and equipment

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Paths, facilities and all equipment in the camping and mobile home areas must be kept clean and treated with care. This also applies to the toilets, showers and washrooms provided. For reasons of hygiene, waste water may only be emptied into the drains provided for this purpose.

2.12. Smoking ban

Smoking is not permitted in wooded areas, closed rooms and tents.

2.13. Departure / cleaning

At the end of the stay, the pitches must be left in a tidy condition.

Dismantling, cleaning of your own pitch, waste disposal and departure must take place by the end of the camping period (day and time will be announced on the website of the festival ([here](#)) and in the festival app). If guests' items are still on the camping and motorhome areas after the camping and motorhome areas have closed, ESK is entitled to dispose of these items. ESK is under no obligation to store these items.

If the Festival is canceled or interrupted after guests have entered or driven onto the camping or motorhome area, the above applies; ESK will set a reasonable deadline for the guests.

2.14. Other instructions / notes

In addition to the (General and Additional) House Rules, the current notices and the instructions of the security staff on site apply, as well as the current instructions on the website of the Festival ([here](#)) and in the festival app.

As of: 24 June 2024

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