

General Conditions for Auctions

1 General Terms:

- 1.1 These General Conditions for Auctions shall apply to the purchase by auction of worn or played memorabilia (hereinafter „Products“) of EHC Red Bull Munich (hereinafter „EHC RBM“) via the website of EHC RBM. The website is the property of and managed by EHC RBM.
- 1.2 Only persons who are at least 18 years of age may participate in the auction. Commercial resale of the Products is not permitted.
- 1.3 By submitting the bid, participation in the auction and the submitted bid are binding. The receipt of the bid is confirmed automatically. This confirmation does not constitute a conclusion of the contract. Participation in the auction does not entitle the participants to an acceptance of the bid. Remaining bidding time and highest bids are visible on the website and are continually updated. The Products are unique pieces that may show signs of use. The actual looks of a Product may deviate from the looks on the photos. In the event of spelling, printing or arithmetic errors, EHC RBM reserve the right to rescind the contract.
- 1.4 The highest bid for a Product at the end of the auction period will be accepted. EHC RBM will inform the highest bidder after the auction has ended and ask for the delivery address. The contract is concluded only by the acceptance of the bid and solely between EHC RBM and the highest bidder. EHC RBM reserves the right to withdraw from the acceptance of the highest bid and accept the second highest bid instead in case of justified suspicion of non-compliance with these General Conditions for Auctions or in case the highest bidder does not provide the delivery address within 14 days from the notification of the acceptance of the bid or does not pay the price to be paid on time. The text of the contract will be not saved electronically.
- 1.5 Should individual provisions of these General Conditions for Auctions be or become ineffective or invalid in whole or in part, the effectiveness of the remaining terms shall not be prejudiced. The ineffective or invalid provisions shall be replaced by the statutory provisions. Any amendments to these General Conditions for Auctions must be made in writing. These General Conditions for Auctions are available in German and English. In the case of any divergence, the German version shall prevail.

2 Price and ancillary costs:

- 2.1 The price to be paid for the Product equals the bid accepted by EHC RBM at the end of the auction period. The minimum bid shall be EUR 20, –.
- 2.2 The accepted bid shall include taxes and duties as well as packaging and delivery for the Product within Germany. For shipping to addresses in Europe other than Germany,

shipping costs shall be EUR 10, – and are added to the accepted bid. For shipping out of Europe, the actual shipping costs are added to the accepted bid and EHC RBM will inform on the shipping costs after the delivery address has been communicated. Import duties shall be borne by the buyer.

3 Payment Terms

- 3.1 Payment for the Products shall be made solely via bank transfer. EHC RBM will inform on the bank details for the payment via e-mail with the information on the acceptance of the bid.
- 3.2 The purchased products are payable within 14 days of the information on the total price to be paid (receipt on the bank account of EHC RBM).

4 Delivery:

- 4.1 Deliveries shall be made by DHL immediately, however no later than 30 days from the information on the delivery address by the customer.
- 4.2 Deliveries shall be made to the delivery address specified by the customer.

5 Retention of title

- 5.1 The delivered Product shall remain the property of the EHC RBM until complete payment.
- 5.2 For deliveries to countries outside the European Economic Area, the transfer of ownership shall take place in Germany.

6 Withdrawal:

- 6.1 You have the right to withdraw from this contract within 14 days from the day without giving any reason. The withdrawal period will expire after 14 days from the day on which the buyer or a third party indicated by the buyer acquires physical possession of the Product. In the case multiple Products have been bought in one auction process and are delivered separately, the withdrawal period will expire after 14 days from the day of the delivery of the last Product.
- 6.2 To exercise the right of withdrawal, you must inform us at EHC Red Bull München GmbH, Osterwaldstrasse 10, 80805 Munich, Germany or via e-mail: rbm.service@redbulls.com of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached sample withdrawal form (https://www.redbullmuenchen.de/sites/default/files/ehcrbm_muster_widerrufsformular_auktion_en_ex_anpi_01032021.pdf), but it is not obligatory. To meet the withdrawal

deadline, it is sufficient for you to send your communication on the exercise of the right of withdrawal within the withdrawal period.

- 6.3 In case of a withdrawal, EHC RBM shall reimburse all payments received by the buyer (including the costs of delivery in Europe), without undue delay and in any event not later than 14 days from the day, EHC RBM was informed about the withdrawal from this contract. We will carry out such reimbursement using the same means of payment as used for the initial transaction and in any event, the buyer will not incur any fees as a result of such reimbursement.
- 6.4 In case of a withdrawal, you shall send back the Products at your own expenses to EHC Red Bull München GmbH, Osterwaldstrasse 10, 80805 Munich, Germany without undue delay and in any event not later than 14 days from the day you communicate your withdrawal to EHC RBM. The deadline is met if you send back the goods before the period of 14 days has expired. EHC RBM may withhold reimbursement until receipt of the Products or receipt of evidence of having sent back the goods.

7 Statutory rights of buyer in the case of defects and liability

- 7.1 In case of defects of the delivered Products the statutory rights of the buyer in the case of defects are applicable. Since the Products are used, unique pieces, traces of use are expressly not considered to be defects and do not justify the assertion of warranty claims.
- 7.2 Any compensation claims are excluded in cases of minor negligence. This restriction does not apply for injury to life, body and health.
- 7.3 Personal liability of the legal representatives, vicarious agents and employees of EHC RBM shall be excluded.

8 Data Protection

The personal data provided in the course of the auction will be solely used for the purpose of carrying out the auction. Information about the method, scope and location of collection,

processing and utilization of the customer's personal data can be found in the Privacy Declaration (https://policies.redbull.com/r/EHC_Red_Bull_Muenchen/privacy/en).

9 Contact Information:

For complaints, suggestions or questions you may contact us:

EHC Red Bull München GmbH, Osterwaldstrasse 10, 80805 Munich, Germany

E-mail: rbm.service@redbulls.com.

Phone: 0049 89 / 30 66 9100 (Monday to Friday, 10 a.m. to 12.a.m and 2 p.m. to 4 p.m.)

Governing law and jurisdiction:

The order and any litigation resulting from the auction, the bid and the following purchasing processes shall be governed by German law except for the United Nations Convention on Contracts for the International Sales of Goods (CSIG). This Clause does not affect your statutory rights as a consumer. The European Commission offers the opportunity to settle disputes via an online platform operated by the European Commission. You may access this platform via this external link <http://ec.europa.eu/consumers/odr/>. We do not take part in dispute settlement procedures before consumer arbitration boards.