

by Urban Challenger GmbH for the city games it offers under the name Urban Challenger ("Urban Challenger").

1. Scope of application

The website <https://www.urbanchALLENGER.com/> is operated by Urban Challenger GmbH with its registered seat in Berlin, c/o gebrüderheitz GmbH & Co. KG, Erbprinzenstraße 18, 79098 Freiburg im Breisgau, phone +49 157 92481771, e-mail: hello@urbanchALLENGER.com. These General Terms and Conditions of Use apply to all items, goods, contracts of Urban Challenger GmbH in relation to its offers under the Urban Challenger ("UC") brand and/or which are available under its website <https://www.urbanchALLENGER.com/> as well as to all items, goods, events, decks of cards offered by UC and other services offered by Urban Challenger GmbH under the logo Urban Challenger, in particular a city game ("city game") organised by Urban Challenger. If the contractual partner books a city game or plays a UC Card Game or other Urban Challenger services for a group, the members of the group and all persons participating in the city game – regardless of gender – are hereinafter also referred to as "participants". An individual who books or purchases a city game for himself/herself as a contractual partner is also considered a participant. The person to whom a city game is given or given as a gift is also deemed to be the contractual partner.

2. Description of Services

(1) UC presents prepared city games and the preparation of city games, for example for corporate events, in different cities. The descriptions and price quotations in the respective offer are decisive for the type and scope of the services to be provided by UC. Unless otherwise agreed in text form, UC will prepare and plan a city game. UC provides access to a specific website for a city game it has prepared (usually by sending a link), which the contractual partner and/or its participants, if any, may use for the purposes of the agreed city game at their own risk for a period of 90 days, unless a specific date for a specific city game is agreed between UC and the contractual partner. UC also offers city games as card games, for which card decks are sold to the contractual partner ("UC Card Game"). The rules and terms pursuant to this General Terms and Conditions of Use for the city games also apply to the usage of the US Car Games. City games in the meaning of this General Terms and Conditions also include UC Card Games. Carrying out the city game is the responsibility of the contractual partner and/or the participant(s). The participant(s) and the contractual partner carry out the city game at their own risk. The contractual partner and the participant(s) are responsible for their own safety. In this respect, UC does not assume any supervisory duty or responsibility for the participants, nor is this UC's obligation. UC expressly does not assume any supervision and/or supervisory duties, nor is this UC's obligation. When carrying out a city game, no UC employees will accompany the participants or the contractual partner. To the extent not otherwise described in the offer, costs for the usage of public transport or other costs accruing during the conduction of the city game (for example entrance fees, parking costs) shall be borne by the contractual partner of the participants; such costs will not be borne by UC and are not part of the service of UC.

(2) UC is always striving to improve city games. There is therefore a high level of interest on the part of UC in receiving feedback about a city game that has been carried out. There is no claim to the descriptions on the UC website and the photographs and illustrations used for the city games; they are exemplary and serve as general descriptions. The photos and/or illustrations of any actions, situations, people, vehicles, places, etc., are non-binding and may vary. The descriptions and illustrations may sometimes deviate in their actual execution, colouring and design from the image.

(3) Details regarding the duration of the city game offered are for guidance only and are non-binding. The city games can possibly take place in groups, together with other people, as indicated in the respective description.

(4) UC is entitled to block or prevent access to the website through which the city game (excluding UC Card Games) can be played after playing the city game once. After the expiry of 90 days after receipt of a confirmation

e-mail to the contractual partner or participant providing access to the city game, UC is entitled to block the website or no longer support it. Provided that no specific time for carrying out the city game has been agreed and the contractual partner has not played a city game within 90 days, the contractual partner or participant (in the case of the transfer of the link from the contractual partner to a participant) may withdraw from the contract by notifying UC in text form. In this case, UC will refund the price actually paid to the contractual partner by the same method of payment. UC is, in this case, entitled to block the contractual partner or participant concerned from accessing the website with which the city game can be played.

3. Conclusion of a Contract

(1) The booking for a city game excluding UC Card Games (for those see paragraph 4 below), without a specific date (which can be played within 90 days via the link provided) is made via the Internet after creating a customer account on the UC website. Before creating a customer account, the contractual partner can take note of these General Terms and Conditions of Use. By creating the customer account, the contractual partner confirms that he/she agrees to these and accepts them as binding. Within the customer account, the contractual partner can select a city game in one of the cities offered there. These General Terms and Conditions of Use apply to all city games booked in the customer account. A contract for a city game is then concluded by selecting the corresponding city and carrying out the payment process (conclusion of a contract). After payment, the contractual partner will receive a confirmation e-mail with a link to a website via which the city game in question can be played and carried out. UC reserves the right to make any changes to the city game programme that may be necessary as a result of occurrences such as events unforeseeable by UC, road closures, construction sites set up in the meantime, changes to opening or departure times at short notice, strikes, force majeure or similar, whereby the effect of the city game experience is not impaired. UC will provide notification of such changes without delay and make them in consultation with the contractual partner, taking into account his/her interests and what is reasonable for him/her. The city game booked in this way is suitable for a game with up to four participants. UC recommends booking in accordance with paragraph 3 if there are more than four participants. For the eligibility of participants, see section 7 of these General Terms and Conditions of Use below. UC prepares and organises a city game. Carrying out the city game is the responsibility of the contractual partner and the participants.

(2) A contractual partner is entitled to book a city game for a third party and to "gift" a city game to a third party. The "gifted" third party then receives a voucher code with which they can take the place of the contractual partner and play the city game. However, the "gifted" third party is obliged to accept these General Terms and Conditions of Use. This is done by providing the "gifted" third party with these General Terms and Conditions of Use when redeeming the voucher code and by him/her accepting them. Outside of this, UC is not obliged to redeem the voucher code and provide a city game. The "gifted" third party is deemed to be the contractual partner and these General Terms and Conditions of Use apply to him/her and the city game.

(3) When booking for a larger group which regularly has nine or more participants, for example as a corporate event, and for a specific time for the city game, the booking is made by filling out a registration form on the UC website. UC then prepares an individual offer and sends it to the contractual partner. Upon payment of the offered price or declaration of acceptance by the contractual partner, the offered city game is accepted, including the payment, withdrawal and rebooking terms set out in the offer (conclusion of a contract). Contractual changes made by the contractual partner will not be accepted by UC without prior agreement.

(4) A cut-off date applies to city games with an agreed date. It falls ten (10) calendar days before the day of the city game unless the offer accepted by the contractual partner sets out a different cut-off date. A different cut-off date may fall earlier or later; it is agreed in particular for city games with individual game customisation, for larger

groups, or where planning depends on the weather. Up to the cut-off date, the contractual partner may adjust the number of participants upwards and downwards. Once the cut-off date has passed, the number of participants last confirmed becomes binding and forms the basis of invoicing; if UC has received no notification by then, the number of participants confirmed in the offer applies. After the cut-off date, the number of participants may be reduced free of charge by up to 10% of the binding number of participants until the day before the city game; the reduction must be notified to UC in text form. An increase in the number of participants is possible at any time after prior consultation with UC and will be invoiced in addition. Participants who do not attend on the day of the city game without a reduction having been notified in due time will be invoiced. UC is entitled to exclude certain participants from the city game, for example if an age-related, physical or mental suitability of the participant in question does not appear appropriate for the city game booked.

(5) Items, goods or a UC Card Game can be purchased in the UC online shop. The customer can select from UC's assortment in the online shop, in particular items, goods and/or a UC Card Game. The customer can put the selected products and collect them in the shopping basket by clicking the button "put in the shopping basket". By clicking the button "now buying" the customer declares a binding order to buy all things put in the shopping basket. Before sending and confirming the order the customer can at any time change the data and look into them. However, the order can only be sent and transferred if the customer has clicked the button "Accept General Terms and Conditions" and thereby has included them in the order. UC sends the customer an email confirming the receipt of the order, listing the order and which the customer can print out. Such confirming email is automatically sent and is not an acceptance of the offer. The contract becomes binding by sending the acceptance declaration by UC which will be sent by separate email (conclusion of a contract). The ordered UC Card Game and/or ordered goods shall be sent to the customer once the purchase price has been received by UC.

(6) The contract language is German or English. The contract text and data of the payment process are stored by UC. We will send you the order data, these General Terms and Conditions of Use and instructions on the right of withdrawal (see section 6 below) in text form immediately after conclusion of the contract.

4. Payment, Retention of Title, Delivery Costs

(1) Prices are always exclusive of statutory value added tax unless otherwise stated. For traders within the meaning of § 14 German Civil Code (BGB) who book a city game for a specific date (see section 3, para. 3), UC issues an interim invoice for 50% of the agreed price on the basis of the binding number of participants once the cut-off date (section 3, para. 4) has passed, unless the offer accepted by the contractual partner provides otherwise. UC issues the final invoice for the remaining amount after the city game has taken place; it takes account of reductions in the number of participants notified in due time as well as of participants registered later and of additional services. Invoices are due for payment without deduction within fourteen (14) days of the invoice date. Consumers within the meaning of § 13 German Civil Code (BGB), i.e. private customers, or other contractual partners who do not agree on a specific date with UC for carrying out the city game, pay upon conclusion of the contract. Immediately after payment, such contractual partners will receive an e-mail with a link to a website through which they can carry out the city game or in the event of a purchase of an UC Card Game the agreed number and type of UC Card Games or in the event of other items or goods these. UC also accepts payments by credit card.

(2) Delivered items, goods or UC Card Games remain in the ownership of UC until UC has received the complete payment of the delivered items, goods and/or UC Card Games.

(3) The relevant delivery costs are displayed in the order procedure for the customer and are to be borne by the ordering customer. To the extent a delivery to a country outside of the EU we point out that additional duty, tax or

charges may apply which are to be borne by the customer and the customer has to pay them to the competent duty or tax office.

(4) We deliver UC Card Games or other items or goods via a logistic service partner. The risk of loss or damage is carried by UC if the customer is a consumer.

5. Loss or Absence of Individual Stations or Challenges

(1) In a city game, various challenges have to be completed at different locations ("Challenges"). Where possible, UC reserves the right to provide appropriate, equivalent substitutes for Challenges when playing a city game which is not an UC Card Game where, for example, certain vehicles, certain technical equipment or structures and techniques are to be used or described, or certain persons are to be met, should these not be available to the participants on the day of the city game or, if this is not possible, to cancel or postpone the event, even at short notice. UC will inform the contractual partner of this without delay. In this case, the contractual partner of city games other than UC Card Games is entitled to withdraw from the contract and to claim back the price paid to UC or to play the city game on another day.

(2) However, further claims against UC, e.g. claims for damages (travel costs, accommodation, etc.) are excluded in the event of the provision of an equivalent replacement or the cancellation of the city game. The provisions made under section 12 of these General Terms and Conditions of Use (Liability of UC) shall remain unaffected.

(3) UC elaborates and establishes the city games to be played with UC Card Games with care and diligence. UC is anxious that UC Card Games are designed in a way that such city games via UC Card Games can be played in a timely flexible manner and over a longer period may be played several times. However, contractual partners or customers of UC Card Games cannot expect and claim to play the city game at all times or that Challenges are open or available for the relevant Challenge at all times. Specific Challenges, stations or situations which cannot be overseen when designing an UC Card Game and its Challenges or amendment of buildings and structures or local factors may change from time to time without UC having influence. As a result, certain stations or Challenges of UC Card Games can potentially not be performed.

6. Withdrawal of the Contractual Partner, Right of Withdrawal

(1) In the case of a city game with a fixed date, there is no right of withdrawal pursuant to § 355 of the German Civil Code (BGB) in accordance with the provision in § 312g (2) no. 9 of the German Civil Code (BGB). However, you can withdraw from the contract with UC under certain circumstances, see (2). Consumers within the meaning of § 13 of the German Civil Code (BGB) who wish to play the city game have a right of withdrawal in accordance with § 355 of the German Civil Code (BGB). UC will confirm receipt of the withdrawal to the consumer on a durable medium.

Withdrawal instruction for consumers of city games which are not UC Card Games:

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must notify Urban Challenger GmbH, c/o /gebrüderheitz GmbH & Co. KG, Erbprinzenstraße 18, 79098 Freiburg im Breisgau, phone +49 157 92481771, e-mail: hello@urbanchallenger.com by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the following withdrawal form template for this purpose, however this is not mandatory. You can also fill in and submit the withdrawal form template or another clear declaration electronically on our website <https://www.urbanchallenger.com/>. If you make use of

this option, we will send you confirmation of receipt of such withdrawal without delay (e.g. by e-mail).

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you chose a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this refund.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal regarding this contract, compared to the total scope of the services provided for in the contract.

Withdrawal instruction for consumers of UC Card Games or other items or goods bought at UC:

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day when you or a third person designated by you who is not the deliverer has/have received the goods.

To exercise your right of withdrawal, you must notify Urban Challenger GmbH, c/o gebrüderheitz GmbH & Co. KG, Erbprinzenstraße 18, 79098 Freiburg im Breisgau, phone +49 157 92481771, e-mail: hello@urbanchallenger.com by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the following withdrawal form template for this purpose, however this is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you chose a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this refund. We can refrain from the refund until we have received back the goods or until you have submitted us an indication that you have resend the goods whatever is earlier.

You have to resend the goods without delay and in any event within fourteen days following the day when you notified us about the withdrawal of this contract to us under Urban Challenger GmbH, Scanbox #12801 Ehrenbergstr. 16a, 10245 Berlin. Such time line is complied with if you send off such goods within the time line of fourteen days.

You have to bear the costs of the reshipment.

You are liable for a possible loss in value of the goods only if the reason for such loss in value is the check of the quality, features and functionality of the goods in a not required handling.

You can use the following withdrawal form as a consumer:

(If you wish to withdraw from the contract, please complete and return this form).

To:

Urban Challenger GmbH, c/o gebrüderheitz GmbH & Co. KG, Erbprinzenstraße 18, 79098 Freiburg im Breisgau, e-mail: hello@urbanchallenger.com:

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods / the delivery of following serves (*)

Ordered on (*)/received on (*):

Name of the consumer(s): _____

Signature of the consumer(s) (only in the case of notification on paper)

Date: _____

(*) Delete as applicable.

(2) For city games for which a specific date has been agreed (as a rule in the case of section 3, (3)), withdrawal and rebooking are governed by the cut-off date pursuant to section 3, (4). The contractual partner is entitled to withdraw from the contract with UC free of charge up to the cut-off date. The day of receipt of the declaration of withdrawal and the day of the city game shall not be counted when calculating the cut-off date. A contractual partner's declaration of withdrawal must be submitted to UC in writing or electronically by e-mail. Only the date of receipt by UC shall be decisive for the time of receipt of the declaration. UC will refund the payments already made for withdrawals in due time and form. For a withdrawal after the cut-off date and up to the day before the city game, UC is entitled to 50% of the agreed price. For a withdrawal on the day of the city game and in the event of non-attendance, UC is entitled to 100% of the agreed price. In both cases the withdrawn contractual partner shall be at liberty to provide evidence that UC incurred no loss or a substantially lower loss. Up to the cut-off date, the contractual partner is entitled to rebook the event free of charge, for example to play the city game on another day or in another city ("rebooking"). After the cut-off date, a rebooking is possible once against a rebooking fee of 75.00 euros including VAT; payments already made are credited towards the new date and the cut-off date is determined by the new date of the city game. If a rebooking takes place after the cut-off date, UC retains its claim to the amount it would have been entitled to had the contractual partner withdrawn at the time of the rebooking: if the contractual partner later withdraws from the rebooked city game, UC is entitled to at least this amount, even if the cut-off date of the new date has not yet passed. This also applies if UC allows the rebooking without a rebooking fee as a gesture of goodwill. The contractual partner remains at liberty to provide evidence of a lower loss. Deviating withdrawal and rebooking terms set out in the offer accepted by the contractual partner take precedence over the provisions of this paragraph; this applies in particular to city games with individual game customisation, to city games whose planning depends on the weather, and to city games with travel, accommodation or third-party services booked in advance.

(3) When a consumer or a contractual partner books a city game which is not an UC Card Game without agreeing on a specific day to carry it out, the consumer may request provision of and thus access to the website through which the city game is played immediately after conclusion of the contract, provided UC and the consumer have not agreed on a time for the day of the city game. If UC does not immediately fulfil its due obligation to provide a link for the city game upon the consumer's request, the consumer may terminate the contract. After a request, another time for the provision may also be expressly agreed.

7. Suitable Health for the City Game

(1) Participation in certain city games requires a minimum level of personal suitability (e.g. height, age, physical condition, weight, driving licence). These (minimum)

requirements for the city game experience can be found in the descriptions on this website. Participants must be physically and mentally fit and healthy. The contractual partner must inform UC of any impairments, disabilities, allergies or pregnancies of participants in good time before the start of the city game, if possible when the contract is concluded. The contractual partner is responsible for the physical and mental fitness/suitability of the participants for the booked city game.

(2) City games usually take place outdoors and are subject to weather conditions. If participation in a city game which is not a UC Card Game is dependent on certain weather conditions, UC will inform the contractual partner of this in the descriptions. It may be necessary to check weather conditions with UC shortly before or on the day of participation. This information is to be obtained by the contractual partner directly from UC. Should the city game not be feasible due to weather conditions, the date for playing the city game can be rebokod. However, in cases of postponements for which UC is not responsible, UC shall not be liable for expenses or costs incurred by the contractual partner and/or the participants in connection with the attempted or renewed use of the city game (e.g. travel expenses, accommodation, escorts, holidays, etc.).

(3) For activities at height (such as in the high ropes course, giant swing, climbing, etc.), participants must be at least 1.40 m and 8 years old.

(4) UC welcomes the participation of people with disabilities in the city games offered, but points out that participation in this case may be difficult or impossible. UC therefore asks to be informed about existing disabilities of participants before concluding the contract. UC will then endeavour to find an individual solution.

8. Conduct of Participants in a City Game

(1) The participant must arrive punctually at the agreed time, insofar as there is a starting point with a starting time for the city game. Later participation is not possible for some city games. If all participants are late, UC reserves the right to shorten or cancel individual activities of the city game in order to meet an agreed end time for the event.

(2) Any instructions given by UC staff must be followed without fail. Violations of this may entitle UC to exclude the participant.

(3) Participants are not allowed to consume alcohol and/or drugs before and during the activities. Smoking is also prohibited during the activities.

(4) Health impairments prior to the city game must be discussed and addressed with UC or a UC staff member, if one is on site. The UC staff member is entitled to exclude a participant from a city game due to illness or poor health.

(5) Each participant is obliged to avoid such dangers to him/herself or other participants that go beyond the usual risk of the city game, in particular this includes entering areas marked as off-limits and the use of certain structures (such as climbing rocks, high ropes courses, dangerous stairs without railings, walls, roofs, towers, etc.). Parents or other guardians of participants, in particular of participating children, must ensure that they do not enter these areas. Each participant is responsible to observe rights of third parties, also and in particular at the performance of Challenges or stations of a city game if third parties shall be involved or if third party's rights may be touched. E.g., third parties have to be asked for approval before you take a picture of them or before entry or usage of third party's building or real estate. In such events, the relevant third party has to be asked for approval before. UC does not take any responsibility for the violation of third party's rights or damage of a third party by participants.

(6) In the case of groups, the contractual partner shall point out to and inform the participants of the rules of conduct described here, the physical suitability and the personal responsibility of the participants.

9. Withdrawal and Cancellation by UC

UC may cancel before the start of and during a city game which is not an UC Card Game in the following cases:

a) UC can cancel the contract extraordinarily if the contractual partner or participant behaves contrary to the contract despite a warning from UC, in particular does not follow the instructions and decisions of a UC staff member or violates the rules of conduct mentioned in section 8. In the event of cancellation, UC shall be entitled to claim the agreed payment. However, UC must allow the value of the saved expenses to be offset.

b) UC may withdraw up to ten (10) calendar days prior to the start of a city game if the minimum number of participants specified in the programme details is not reached. UC will immediately inform the contractual partner that the city game will not take place and will immediately forward the declaration of withdrawal to the contractual partner. The contractual partner shall be entitled to reimbursement of any advance payments already made.

10. Force Majeure

If a city game for which performance a certain time has been agreed is considerably impeded, endangered or impaired in its implementation as a result of circumstances that were not foreseeable at the time of conclusion of the contract and are not only temporary in the short term (e.g. riots, war, strike, natural disasters, etc.), both UC and the contractual partner are free to terminate the contract with immediate effect. If the contract is terminated in accordance with this section 10, UC may claim reasonable compensation for the services already provided, which shall at least cover the expenses incurred by UC up to the time of termination.

11. Damages

Damages caused intentionally or negligently by a participant during the city game shall be borne by the contractual partner. In this respect, the contractual partner shall be liable for the participants he/she brings to the event.

12. Liability of UC

(1) Despite the greatest possible safety precautions, it is not possible to exclude all risks in a city game. Participation in a city game is voluntary and is at each participant's own risk.

(2) The contractual partner must ensure that no participant consumes alcohol before and during the city game. The contractual partner is reminded of his/her duty to supervise participants under the age of 18. UC does not assume any supervisory responsibility for participants, including those under the age of 18. Participants who are under the influence of alcohol are to be excluded from participation in the city game. In particular during hiking, cycling and/or canoeing activities or in road traffic or when using public transport, each participant is responsible for complying with the legal provisions, especially the road traffic regulations and the relevant regulations for use, and for any damage caused to him/herself and others.

(3) The contractual partner expressly declares that he/she is or may be placing him/herself and the participants in an increased risk by participating. The contractual partner is obliged to inform the participants that each participant places himself/herself in an increased risk by participating.

(4) UC is liable for damages to the contractual partner and each participant arising from injury to life, limb or health that are based on a negligent breach of duty by UC or an intentional or negligent breach of duty by a legal representative or by a person deployed to perform an obligation of UC. UC is also liable for other damages caused by a grossly negligent breach of duty by UC or by an intentional or grossly negligent breach of duty by a legal representative or by a person deployed to perform an obligation of UC.

(5) Moreover, UC is only liable for negligently caused damages in the event of a breach of an obligation that is essential for the proper fulfilment of the contract and on the fulfilment of which the contractual partner and/or

participant can rely. In this case, the liability of UC is limited to the amount of the foreseeable damage typical for the contract.

(6) To the extent that liability of UC for damages not involving injury to life, limb or health and caused by ordinary negligence is not excluded, such claims shall be subject to a limitation period of one year beginning with the end of the year in which the claim arose and the creditor became aware of the circumstances substantiating the claim and of the person of the debtor, or should have become aware thereof without gross negligence.

(7) In the case of groups, the contractual partner is obliged to point out to the group members that they are responsible for themselves and that they must comply with the road traffic regulations and the relevant usage regulations as well as the aforementioned instructions. The contractual partner and the participants themselves are responsible for ensuring that they are able to cope with the health requirements of the selected city game.

(8) In the event of a breach of material contractual obligations, UC shall only be liable for the foreseeable damages typical for the contract if they were caused by ordinary negligence, unless it is a matter of claims for damages by the participant arising from injury to life, limb or health. The restrictions of (4) and (5) also apply in favour of the legal representatives and by a person deployed to perform an obligation of UC, even if claims are asserted directly against them.

(9) UC's liability under the Product Liability Act (ProdHaftG) remains unaffected. Likewise, the statutory warranty regulations for the provision of digital products apply, including the regulations according to §§ 327 et seq. of the German Civil Code (BGB).

13. Defects Liability, Guarantee

(1) UC is liable for material defects of UC Card Games or other goods pursuant to the applicable legal laws in particular §§ 434 seqq. German Civil Code (BGB). In relation to traders the defects liability period for UC Card Games and/or goods delivered by UC is 12 months.

(2) An additional guarantee for UC Card Games and/or goods delivered by UC provides an explicit confirmation in the acceptance declaration by UC for the order.

(3) Damage claims of a customer who has ordered goods or a UC Card Game are excluded. However, UC is liable for damages to the contractual partner and each participant arising from injury to life, limb or health that are based on a negligent breach of duty by UC or an intentional or negligent breach of duty by a legal representative or by a person deployed to perform an obligation of UC. UC is also liable for other damages caused by a grossly negligent breach of duty by UC or by an intentional or grossly negligent breach of duty by a legal representative or by a person deployed to perform an obligation of UC.

(4) Moreover, UC is only liable for negligently caused damages in the event of a breach of an obligation that is essential for the proper fulfilment of the contract and on the fulfilment of which the contractual partner and/or participant can rely. In this case, the liability of UC is limited to the amount of the foreseeable damage typical for the contract.

(5) To the extent that liability of UC for damages not involving injury to life, limb or health and caused by ordinary negligence is not excluded, such claims shall be subject to a limitation period of one year beginning with the end of the year in which the claim arose and the creditor became aware of the circumstances substantiating the claim and of the person of the debtor, or should have become aware thereof without gross negligence.

(6) The limitation of liability under paragraphs 4 and 5 also apply to the legal representatives and persons deployed to perform an obligation of UC for claims directed against them.

(7) UC's liability under the Product Liability Act (ProdHaftG) remains unaffected.

14. Form of Declarations

Legally relevant declarations and notifications that you submit to UC must be in text form (§ 126b German Civil Code (BGB)).

15. Data Protection

(1) Personal data required to establish or amend a contractual relationship with you and/or the holder of the experience ticket, including its content, as well as personal data for the provision and performance of our services, are of course only collected, processed and transmitted by us within the scope of the applicable statutory provisions or if you have separately consented to this. For a secure and timely delivery of goods and/or UC Card Games by the relevant logistic service partner it is required that UC forwards the address and other contact details of the customer (e.g., email address, phone number) to the logistic service partner. Further information is contained in our privacy policy, which you can access at www.urbanchallenger.com/privacy-policy, under "Privacy Policy".

(2) UC has an interest in posting photos of teams that have played a city game on their website without naming them for the purpose of illustration and as a visual experience of a city game. If a contracting partner provides such photos to UC upon request, UC is entitled to assume that the contracting partner has obtained consent from every person depicted in the photo for the photo to be posted on UC's website and in their social media channels. The contracting partner is thus obligated to obtain the corresponding consent from all persons depicted in a photo. UC will not use this photo outside of posting it on their website and their social media channels. However, UC points out that the photo is publicly available and can be downloaded or copied by third parties.

Every person depicted in the photo has the right to object to the use of the photo showing them at any time, which the contracting partner must inform the participants about. This only requires a notification to UC, for example, via email to UC or through another electronic or postal medium, by which the objection is clearly assignable and reaches UC. UC will then promptly remove the corresponding photo from the website. A revocation or any initial refusal to provide a photo has no impact on the conclusion of a contract.

16. Property Rights

(1) The contents of the website of UC as well as the required and used software, including the link and website used for the implementation of the city game, are subject to property rights and legal regulations for the protection of intellectual property. You acknowledge these rights.

(2) Urban Challenger is a registered trademark. Without UC's written consent, these trademarks or any content or works retrievable or made available on this website may not be published, used or exploited in any other way.

17. Changes to these General Terms and Conditions of Use

(1) UC reserves the right to amend these General Terms and Conditions of Use to restore the balance of the contractual relationship. Should such a change place the contractual partner in a worse position in relation to the time of its inclusion and acceptance, this change shall only be effective insofar as it is necessary due to technical or legal changes which occurred after inclusion and acceptance and which could not be foreseen with certainty at this time, which UC did not initiate and over which UC has no influence.

(2) The consent of the contractual partner is required for changes to essential provisions of these General Terms and Conditions of Use after their inclusion and acceptance, in particular those concerning the type and scope of the services. Such changes are only permissible if they are reasonable for the contractual partner after weighing up the interests of the contractual partner and those of UC, have become necessary due to technical or calculatory changes in the market conditions after their inclusion or due to the fact that third parties from whom UC obtains services change their range of services or increase their prices. The price change is limited to the

extent of the cost change. The contractual partner's consent is deemed to have been granted if UC notifies him/her of the change in text form and the contractual partner does not object to the change within the reasonable period of time contained in the notification. UC will inform the contractual partner in this notification of the consequences of a failure to object.

(3) In all other respects, the General Terms and Conditions of Use available on this website of UC shall apply in the respective version without the need for a separate notice regarding an amendment.

18. Reference to other Websites

(1) UC is not responsible for the content of any websites it refers to or external pages on the Internet ("links") on its website. UC has no influence on the content and design of these pages. UC also does not adopt the contents of any linked sites as its own. This applies to all links to third-party websites contained on our website.

(2) In particular, if you find information on a website to which UC refers by link whose content gives cause for complaint, please inform UC immediately.

19. Alternative Dispute Resolution

(1) The European Commission provides a platform for online dispute resolution (ODR platform) of consumer disputes, which you can find here.

(2) The satisfaction of the contractual partner and the participants is very important to UC and is UC's priority. We attach great importance to finding amicable and customer-oriented solutions together with you in the event of any complaints. UC therefore declines to participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.

20. Applicable Law

The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of its private international law and its conflict of laws provisions and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. If you are a natural person who enters into the legal transaction for purposes that are predominantly neither commercial nor self-employed, this choice of law only applies insofar as you are not deprived of the protection granted by mandatory provisions of the state in which you have your habitual residence.

21. Place of Jurisdiction

The place of jurisdiction for all disputes arising from and in connection with a contract with UC is Berlin.

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