

Terms and Conditions

Red Dragons London ("the Club", "Us", "We" or "Red Dragons") supports the football team of FC Bayern München ("FC Bayern") and aims to provide each Member (the "Member" or "You") with a second home, where they feel comfortable and where they can enjoy the company of likeminded people. Achieving these objectives can only be accomplished when all people follow some simple rules. Anyone who does not comply with these rules does not only jeopardize the communal spirit and the feel-good factor of the individual member, but also jeopardizes the closure of the club. As official Bayern München Fanclub, We have to comply with certain rules and regulations and any member joining the club will have to adhere and acknowledge the Clubs Terms and Conditions.

1. General

1.1. The Club's contact is info@fcbayern-london.com and the club's location is London, United Kingdom.

1.2. Any required and written communication as outlined within these Terms and Conditions (the "Terms") between the Member and the Club can be submitted via post or email. The clubs email address is info@fcbayern-london.com.

1.3. Albeit that Red Dragons are officially acknowledged as Fanclub of FC Bayern München the Club acts independent and is not an associate of FC Bayern.

1.4. It's official membership number at FC Bayern is 99904451

1.5. The Board consists of Thorsten Lamberty (Chairman), Ilja Hauerhof (Foreign Relations), Arno Bussmann (Treasurer) and Erol Uray (Audit) (jointly "the Board")

1.6. The club is a non-profit organization and is setup to pursue the following objectives:

- The Club aims to summon likeminded people to support the football team of FC Bayern München
- With regards to the objective mentioned last, the Club wants to foster camaraderie and provide an enjoyable atmosphere for each member by organizing joint activities
- The Club wants to strengthen each member's identification with FC Bayern and aims to win new members for the common cause
- Receive tickets and organize trips to selected games
- Build and foster relationships with other Fanclubs

1.7. Our mascot is Bayern Jupp and no Member other than the Board may act on his behalf.

2. Membership Benefits

2.1. Joining Red Dragons London has many benefits. Some of these benefits include but are not limited to the following:

- Watch every game with genuine FCB supporter
- Exclusive Joiners Package including Membership card
- Dedicated FCB table at the Bavarian Beerhouse
- Guaranteed seat at the Stammtisch ("Jump ahead of the queue")
- One guest accompanied by a member goes free at the Stammtisch - every additional person 3 GBP
- Preferential ticket orders
- 10% discount in official fan-shop
- No admin fee in fan shop or for ticket orders
- Free tours in Allianz Arena
- Gold members enjoy special benefits such as guaranteed allocation of tickets if such have been allocated

2.2. Whereas We try our best to provide those services please note that some of those benefits are subject to demand and/or depend on third parties. In any case You have no right to legally enforce benefits.

3. Membership Terms

3.1. Anyone aged 18 or older can put in a formal request to become a member. Such request will be noted when the membership form is filled in on either the following website:

- <https://www.facebook.com/RedDragonsLondon> (click "Join here" in the favorite tab); or
- <http://www.fcbayern-london.com/ContactForm.html>

3.2. Any request to become a member is subject to Board approval and the Board will decide upon the membership entry on an individual basis but free of political, religious and/or other discriminating views.

3.3. Once the membership has been approved the Member is obliged to agree to these Terms and Conditions and to pay the Joiners fee. In addition the Member will have to acknowledge the Club's "Golden Rules".

3.4. Furthermore, the Member agrees to notify the Board or an appointed representative of the Club to if his personal data is changing.

3.5. Any Member joins as Red Member.

3.6. The status of Gold Member will be awarded by the Board for extraordinary commitment and Membership duration.

3.7. The Joiner's fee is currently 15GBP.

3.8. Maintaining the membership requires the Member to

- pay the recurring membership fee;
- to adhere to the Terms and Conditions of the Club; and
- to follow the Golden Rules.

3.9. The recurring membership fee (the "Premium") is 5GBP and is due every six months.

3.10. The Board reserves the right to alter those fees and to introduce new fees if deemed appropriate.

3.11. Each member will be notified of such changes in due course and in writing.

3.12. Should the Member not object to those changes in writing within 14 days of notice, the Board assumes that the Member has accepted those changes.

3.13. Each Member will receive a Membership Card (the "Card"). Such Card remains the property of Red Dragons London and it is not transferrable.

3.14. If the Card is stolen or if it is lost We reserve the right to charge 5GBP from You to have the Card replaced.

3.15. Every Member at Red Dragons London is welcomed and We live respect and tolerance. Red Dragons London do not tolerate

- Racial comments
- Sexual discrimination and sexual harassment

- Harassment of supporters of other clubs; and
- Violence or threat in any kind of form.

3.16. Weapons, knives and all sorts of kind are strictly prohibited. Anyone ever caught with such equipment will be banned from the club for life.

3.17. We expect You to obey the authority of the Board, public servants, employees of the beerhouse and stadium employees.

4. Duration and Cancellation

4.1. The membership term is set at 6 months and renews automatically with the receipt of the Premium.

4.2. The membership terminates

- with the member's death;
- the failure of the Member to comply with these Term & Conditions or Golden Rules;
- the Member noticing the Board or an appointed representative that membership is not wanted anymore; and/or
- with the failure of the Member to pay the Premium.

4.3. If the Member has not visited any of our events or get-togethers and has not actively engaged with the Club on Facebook or Twitter the Board has the right to terminate the membership.

4.4. Save that the membership has terminated under the conditions 4.2 or 4.3 the Member has

- no right to claim any assets of the Club;
- no right to claim back the Joiner's fee and/or the Premium the Member has paid to the Club;
- to return all items which belong to the Club; and
- to pay any liabilities outstanding.

4.5. Serious offences against the public, the Club or any of its members may lead to formal prosecution.

4.6. A serious offence is considered to be inter alia

- violent, aggressive behavior;
- ticket touting;
- using pyro-techniques at the Club's events (see also point 8); and
- fraudulent behavior.

5. Data Protection and Copyrights

- 5.1.** Red Dragons London will not transfer Your data to any third party except it is required to do so by either FC Bayern or any public authorities.
- 5.2.** Your data will be stored electronically and Red Dragons will not be liable for data theft.
- 5.3.** You can download our data protection policy from our website or You may ask the Board to provide You with a copy.
- 5.4.** Should You post something on the internet and/or share text, pictures or any other material You need to make sure You have the right to do so. We will not check such posts for copyright infringements.
- 5.5.** If the data of Your post is deemed to infringe copyrights or trademarks, We withhold to delete the post immediately and ban the Member from the Club.
- 5.6.** The Club reserves the right to remove inappropriate content.
- 5.7.** The logo of Red Dragons London is owned by the Club and incorporates the trademark logo of FC Bayern. Both logos are protected and are not to be reproduced, used in any way be it digitally or in print without the acknowledgement of Red Dragons London.
- 5.8.** The Club is allowed to use the trademark logo of FC Bayern, but needs official sign-off to produce merchandise.

6. Ticketing

- 6.1.** Any Member can request up to two tickets per match. For top games this number may be limited to one ticket per person.
- 6.2.** Only Members are entitled to request tickets. Please note that We cannot accept non-members on any trip to a Stadium / Event unless they accepted our Behavioral Rules, Ticketing and Stadium terms as described within these Terms and Conditions.
- 6.3.** Tickets are being allocated by FC Bayern and the Club has no influence over this process. The Club therefore cannot guarantee any ticket to any Member.
- 6.4.** Any request will be completed with the submission of an advance which will differ from match to match (the

“Advance”).

- 6.5.** The Advance is deemed to be received if

- the amount clears the Clubs account;
- the amount has been paid in cash; or
- if the member can prove that payment has been made.

6.6. Failure to submit the Advance in due time will cause the Club not to pre-order tickets for the respective member. If the Advance clears the account and FC Bayern has closed its application process the Club cannot order tickets. Therefore, the club cannot guarantee that the request will be made.

6.7. Tickets are sold at face value and in GBP. The Club will use a fair exchange rate save that the tickets' face value is quoted in a currency other than GBP.

6.8. The club will charge an admin fee of 2.5GBP for Red Dragons' Member and 5GBP for non-members such as partners. Such admin fee covers the postage, administrative burden to the Club and advance booking fee imposed by ticket agents or FC Bayern. (Both the ticket's converted face value and the admin fee referred to as “Ticket Price”).

6.9. The amount of the Advance exceeding the Ticket Price will be paid back 5 business days after receipt of the ticket the latest. Any amount of the Advance being lower than the Ticket Price needs to be settled before the ticket is handed out by the Club to the Member.

6.10. If an Advance has been made and the Club did not receive tickets, the Advance will be paid back to the respective member within 5 business days.

6.11. Tickets kindly allocated by FC Bayern München to Red Dragons London will remain in the possession of the Club until the day of the match and if applicable until the Member has settled the outstanding amount. By so doing We limit the Club's liability and the chances of Members selling the tickets on the black market.

6.12. Any Member caught by trading or touting tickets will be excluded from future ticket reservations and will risk to be banned from the Club.

6.13. If the Club is to receive less tickets than requested the following ranking applies:

- Gold Members
- Red Members' Points in Bonus System
- If two members share the same rank the tickets will be drawn
- Non-Members

6.14. For transparency purposes the Bonus system is part of the membership package.

6.15. Once a ticket has been allocated to a Member, the Advance is non-refundable, unless the Board is able to find another off-taker.

6.16. If You booked tickets and save that You cannot attend the event, You are requested to inform the Board. The Board will help You to find somebody to take the ticket off You. The Board, however, cannot guarantee a resale. You may suggest people to buy the ticket, but the ultimate sale and price is at the sole discretion of the Club.

7. Stammtisch

7.1. Red Dragons London appreciates the partnership with Bavarian Beerhouse and We enjoy being there.

7.2. Seats at the Stammtisch are limited. We love seeing You at the beerhouse, but We need to know that You are coming in advance as We otherwise cannot guarantee Your seat. Please accept the invite on the Club's Facebook Closed Group page so that We can plan ahead. If You said You are coming and cannot make it, it is polite to leave a quick note.

7.3. You may bring one or more friends to the Stammtisch. It is, however, Your responsibility that You

- notify us duly in advance; and
- make sure Your guests comply with our behavioral rules as per these Terms and Conditions.

7.4. The first guest whom You bring is free. Should You bring two or more friends We will ask Your guests to pay an admin fee of 3GBP should they choose to reside at the Stammtisch.

7.5. Should one of Your friends treat Members, Bavarian Beerhouse staff or other guests in any bad way be it verbally or physically, We will immediately take action and have Your guest(s) removed from our Stammtisch or worse from the Bavarian Beerhouse.

7.6. Since We are a Bayern München Fanclub, We don't want anyone wearing other soccer teams' colors at our Stammtisch.

7.7. It is fine to drink, but if You do, please behave.

7.8. We do not tolerate any abusive comments, violence or threat against the staff or other guests of the Beerhouse. If there is a problem stay calm and talk to the Board. The Board will facilitate as good as it can.

7.9. We don't appreciate harassment of women, bartender and other guests.

7.10. The Bavarian Beerhouse is a non-smoking facility and space for smokers is provided outside of the pub. Please respect this.

7.11. Should You break something, it is Your responsibility to sort this out. Red Dragons London do not take any responsibility or liability for Your misconduct.

8. Stadium Visits

8.1. In any case the authority of the Board or any public body is to be accepted on any trip the club is organizing.

8.2. Under no circumstance is pyro-technique allowed when You travel with us. Should We catch You trying to smuggle pyro-technique into the stadium We will report it to the local authorities. Any offence caused by such kind of action may lead to Red Dragons London being closed down and We take this point very serious!

8.3. We don't want You to streak naked over the pitch. In most stadiums this is a criminal offence.

8.4. Drink responsible. We will not wait outside of the stadium because one member was denied entry.

8.5. Under no circumstance are foreign supporters to be provoked, harassed, threatened, spit at or harmed in any other way.

8.6. For away matches there might be different rules in the stadium. We will try to distribute those well in advance and We expect You to obey those rules.

8.7. At away games We may ask You to wear a non-FCB sweater or alternative shirt when being outside of the stadium. This is for your own and other members safety.

8.8. Should you misbehave We reserve the right to restrict

You from future tickets sale.

8.9. In any case act thoughtful and sensible.

9. Liability and Indemnification

9.1. You and any affiliate, third party or agent of Yours (together or individually referred to "the Opposition") are solely responsible and the Opposition agrees to indemnify and hold harmless the Club (as well as Red Dragon's affiliates, directors, officers, employees and agents) from any and all claims, losses including theft, death and injury, copyright and trademark infringements, liabilities, costs and expenses including legal fees (all together the "Damages") which might arise by or to the Opposition arising out of the services rendered or duties performed by Us hereunder unless and to the extent that they arise as a result of (i) the Club's gross negligence, bad faith or willful default. For the avoidance of doubt no Damages shall be claimed from us incurred by or to the Opposition in connection with inter alia

- Your participation in a Red Dragon's organized event and the travel thereto;
- any products that You might buy from us;
- Your participation on our Facebook, Twitter sites;
- Your wrongful doing at Red Dragon's organized events;
- Your breach of the law or of these Terms and Conditions.

9.2. The Club reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with Red Dragons' defense of such claim.

9.3. Without prejudice to the previous sentence, our aggregate liability under or in connection with our services rendered or duties performed shall not exceed the Joiner's Fee, Premia or Advance payments which have been paid by You to us.

10. Miscellaneous

10.1. We reserve the right to revoke Your Red Dragons membership at any time, without financial compensation, if You commit any breach of these Terms or if You

membership is terminated as per these terms and conditions.

10.2. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

10.3. These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral and present the entirety of the agreement.

10.4. English law shall apply to this agreement, and the parties agree to submit to the jurisdiction of the English courts.



Official Fanclub

Red Dragons London

FC Bayern München

The Golden Rules

1. **Have fun and enjoy Yourself!**
2. **Do attend the get-togethers whenever You feel like but do let us know if You are coming or cannot make!**
3. **Do interact on Facebook or Twitter!**
4. **Treat others with respect and don't be abusive, violent or discriminating!**
5. **Obey the authorities – Board, public, member of staff!**
6. **Drink Responsible!**
7. **Never jeopardize the existence of the club, health of the Member(s) and leave weapons, pyro and other dangerous items at home!**
8. **Assume Your own liability for Your wrongdoings!**
9. **Never sell Your tickets on Your behalf, but let us know that You cannot make it. We will help!**
10. **Mia San Mia!**

Red Dragons London

Privacy Policy

1. Collection of personal data

1.1. The following websites

- www.fcbayern-london.com
- www.fcbayern-london.de
- <https://twitter.com/FCBayernLondon>
- <https://www.facebook.com/RedDragonsLondon>; and
- <https://www.facebook.com/groups/FCBayernLondon>

(together referred to as the “Websites”) are administered by Red Dragons London (“RDL”, “we”). RDL will only use personal data in accordance with the provisions set out in this Privacy Policy and in the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations 2011. This policy, sets out the basis on which any personal data you provide to us by any means, will be collected and processed, the purposes of such processing and how we safeguard your personal data.

When you visit the Websites, RDL may collect and process personal information about you, including but not limited to, your full name and contact details such as email address, home address and telephone number, user names, passwords and / or any other personal information deemed necessary:

- when you register, log in or complete other online forms;
- when you respond to requests to submit personal information about yourself (if any);
- when you otherwise contact us and we may keep a record of that correspondence; or
- based on any other information we receive about your transactions from our files, our affiliates or another source whether involved in your transactions or otherwise.

2. Use of personal data

2.1. RDL may collect and use information about visitors to the Websites to conduct its business, including identify your requirements, delivering services and information which you have requested, promoting other services which may be of interest to you and collating web user statistics.

2.2. We may also use it to contact you for your views on our services and events and to notify you occasionally about important changes or developments to the Websites or our services, unless you have opted out of receiving such services as set out at paragraph 8.1 below.

2.3. The personal information that we collect from you may be transferred to and stored at, a destination outside the European Economic Area (EEA).

2.4. It may also be processed by staff operating outside the EEA who work for us, or a supplier. By submitting your personal details you agree to us transferring, processing and storing your personal information in this way.

2.5. Twitter as well as Facebook use other Data Policies and by using their services you agree to those independently and at your own wish. RDL will not govern those policies and we will not be liable in any way for their policies. It is in your responsibility to govern changes to their policies.

3. Disclosure of Information

3.1. We take all reasonable care to prevent any unauthorised access to your personal data.

3.2. We may disclose your personal information to:

- any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985;
- our affiliates or professional advisers;
- FC Bayern München AG and its affiliates; or
- where we need to send the information to persons or organisations who work on our behalf to provide a product or services to you, but such persons or organisations may only use this information in order to provide such product or service and not for any other purpose.

3.3. We may also share or sell, as permitted by law, information to other companies who we believe may have products and services of interest to you. If you do not wish to receive information from us or from other sources, please follow the instructions in paragraph 8.1 below.

3.4. We may also share this information about our visitors, customers or former customers to companies that perform marketing services on our behalf or with whom we have joint marketing agreements.

4. How we protect your data

4.1. RDL takes all reasonable care to ensure the security of the Websites and of your personal information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will not share your information other than as provided for in this privacy policy or as required by law, court order or other government or law enforcement authorities.

4.2. After you have registered your e-mail address, we will send you a confirmation e-mail possibly containing your log in details. As a member, it is your responsibility to protect your log in details. You must treat these as confidential and must not share or disclose your log in details to any other party.

4.3. The internet is not a secure medium, however, and RDL cannot guarantee the security of your information absolutely and you acknowledge that we may be subject to breaches of security through no fault of our own.

5. Cookies

5.1. RDL may track and process information and data in relation to your use of our Websites using "cookies". A cookie is a small file which is sent to your browser and stored on your computer's hard disc and helps us understand and track your use of the Websites and where we can improve the information and services provided.

5.2. We use cookies solely to gather information on IP addresses and pages visited, to analyse trends, administer the Websites, track user's movements on the Websites and gather broad demographic information for aggregate use. IP addresses are not linked to other personally identifiable information and will not be used to deliver targeted marketing messages.

5.3. We do not disseminate this information to anyone but RDL's officers, employees and contractors. Most internet browsers allow you to stop receiving cookies via options/settings. You may enable these options/settings. However, this will mean that our system may not recognize your computer when you log in and so you may not be able to use or access certain parts of the Websites.

5.4. For information about cookies generally, please visit www.allaboutcookies.org

6. Links to other websites

6.1. The Websites may contain links to other websites. This privacy policy extends only to the Websites and does not cover your use of, provision of data to and collection of data on any website not connected to us which you may link to by using hypertext links* within the Websites.

6.2. We recommend that you check the policy of each website that you visit and contact the owner or operator of that website if you have any concerns.

7. Changes

7.1. We may edit or amend this privacy policy from time to time. If we make any substantial changes to this policy, we will notify you by using a prominent notice on the home page of the Websites.

7.2. As a result of improvements we make to our services, amendments to laws or regulation or developments in the technology or processes we use, we may change the information we hold about you and/or the way in which or the purposes for which we process such information. If we make any substantial change in the way in which we use your personal information we will notify you by email.

8. Contact / unsubscribe

8.1. Questions, comments and requests regarding this privacy policy are welcome and should be addressed to info@fcbayern-london.com.

8.2. From time to time, RDL or third parties who we think have products or services of interest to you may send you e-mails, e-mail newsletters, or news updates alerting you to new features, products, promotions, or services pertaining to the Websites. If you no longer wish to receive materials from us and/or from such third parties, you may opt-out of receiving these communications by writing to us at 29 Forge Square, Flat 7, E14 3GX London, United Kingdom or by emailing us your request to "unsubscribe" at info@fcbayern-london.com.