

Agent conditions including privacy policy of Berlin Tourismus & Kongress GmbH „visitBerlin“

Note due to the current coronavirus pandemic: Please note that there may be temporary special requirements for tourist services due to the coronavirus pandemic. In general, official regulations apply, such as distance and hygiene regulations. When visiting service providers and on public transport, for example, there is an obligation to wear mouth and nose protection and, if necessary, a requirement to provide a negative coronavirus test carried out on the day of the visit. We therefore recommend that all visitors and customers inform themselves in good time and adequately about the existing requirements for the respective offer before booking and using the service. *visitBerlin* cannot be held liable as an agent for any additional costs incurred by the visitor/customer as a result of observing or not observing official regulations.

A claim for cancellation of a service offer does not exist if the visitor/customer has not informed himself/herself sufficiently in advance about official orders and for this reason cannot take up a service offer or if there is no willingness to bear any additional costs resulting from compliance with official orders. Therefore, please also inform yourself in detail on the respective website of the service provider about the requirements there.

Please note that the situation can change daily. In particular, the website of the Robert Koch Institute (https://www.rki.de/DE/Content/InfAZ/N/Neuartiges_Coronavirus/Situationsberichte/Gesamt.html) and the website of the State of Berlin (<https://www.berlin.de/corona>) should be used for this purpose.

Berlin Tourismus & Kongress GmbH hereinafter - referred to as *visitBerlin* - mediates on behalf and for the account of other service providers and suppliers - hereinafter referred to as "Providers" - accommodation services, transport services and tourism services. The following mediation conditions as stated in Section A. become, provided an effective agreement is reached, the content of the Agency Contract concluded by the guest/ client with *visitBerlin* in the event the Agency Contract is granted and accepted. The contractual conditions as stated in Sections B. through E. shall become, provided an effective agreement is reached and in the event a contract with the providers mediated by *visitBerlin* comes into existence, the content of the contract concluded with the respective provider. Please read the agency and contractual conditions carefully before granting the agency agreement.

Section A. Mediation Conditions

1. Basis of the agency contract; applicable regulations; position of *visitBerlin*

1.1. Provided that *visitBerlin* does not offer its own individual services or package tours, *visitBerlin* acts exclusively as an agent on behalf of and for the account of other service providers. That is why *visitBerlin* has not, even if mediating several services that may even be mutually coordinated, the position of a tour operator in accordance with §§ 651a-m of the Civil Code. This does not apply when *visitBerlin*, based on the entirety of the circumstances of the offer, booking, payment and implementation according to the principles of § 651a para (2) of the Civil Code, gives the impression that it is performing the contractually agreed travel services on its own.

1.2. The conclusion of the travel agency contract requires no particular form. With the granting and the acceptance of the mediation assignment by *visitBerlin*, a travel agency contract comes into existence between the guest / client and *visitBerlin* as an agency agreement.

2. General contractual obligations of *visitBerlin*; information, references

2.1. The accuracy of the information provided by *visitBerlin* is according to § 675 para. (2) of the Civil Code not guaranteed, unless a special information contract was concluded.

2.2. Without an express agreement,

a) *visitBerlin* is not obliged to identify and offer the cheapest provider for the requested service,

b) *visitBerlin* assumes no warranty with data and information on prices, services, booking conditions and other circumstances of the travel service within the meaning of § 276 para (1) sentence 1 of the Civil Code and no procurement warranty with data and information on the availability of the mediated services .

2.3. Special requests especially, especially those that go beyond the service description of the mediated provider or *visitBerlin* itself or depart from it, are accepted by *visitBerlin* only to be forwarded to the mediated provider. The guest/client is advised that special requests become part of its contractual obligations, as a rule, only by an explicit confirmation of the provider.

3. Obligations of *visitBerlin* concerning entry regulations, visas and insurance

3.1. *visitBerlin* informs guests / clients outside the European Union about entry and visa regulations only if it was expressly charged with such an assignment by the guest / client and *visitBerlin* accepted this assignment.

3.2. *visitBerlin* informs the guest / client about whether the services mediated by it include travel cancellation insurance. So far as this is as a rule not the case, *visitBerlin* recommends taking out travel cancellation insurance for all kinds of offers and contracts.

4. Reimbursement of expenses, compensations, collections, payments

4.1. *visitBerlin* is entitled, as an authorised collection agent of the mediated providers, to request payments towards the price of the mediated service as well as that of arising cancellation charges or other claims for payment of the provider to *visitBerlin* according to the business and payment provisions of the mediated providers so far as these are effectively agreed upon, comprise legally valid payment provisions and are, when arranging package tours, taken into account as provisions towards Client's money insurance (§ 651 k of the Civil Code).

4.2. Provided that the prerequisites for a collection activity pursuant to No. 4.1 are met, *visitBerlin* shall be entitled, yet not obligated, to disburse the price of the mediated service wholly or partly for the guest / client or allow the provider to debit its agency account accordingly.

4.3. An indemnity from *visitBerlin* towards the host / client can be challenged by claims against the mediated provider itself, especially pursuant to an improper performance of the mediated contract, not by way of a retention or a setoff, unless a culpable breach of contractual obligations of *visitBerlin* became the cause or concurrent cause for the emergence of such claims or unless *visitBerlin* is, for other reasons, responsible towards the guest / client for the asserted counterclaims.

5. Obligations of the guest/client towards *visitBerlin*

5.1. If deadline-bound statements concerning punctuality addressed to *visitBerlin*, especially cancellation statements, appear in these mediation conditions and the conditions in Sections B. to E., their arrival at *visitBerlin* during published opening hours shall be decisive, provided that no other times, recipients and communication means are explicitly designated for such statements.

5.2. The guest/client must point out, without any delay upon their discovery, defects of *visitBerlin's* intermediary role it can recognise, particularly incorrect or incomplete information, information and travel documents as well as the incomplete execution of agency services (e.g. bookings or reservations not made) visible from the guest / client perspective and provide *visitBerlin* with an opportunity to remedy the situation. To this effect, it has to verify the completeness and accuracy of received information and documents immediately upon receipt. Knowing about positive defects or incompleteness is equal to a grossly negligent ignorance due to an omitted check.

5.3. If a report according to No. 5.1 remains undone by the guest/client, the following shall apply:

a) Claims of the guest/client do not get cancelled if a report according to No. 5.1 remains undone through no fault of the guest/client.

b) Claims of the guest/client towards *visitBerlin* get cancelled only if *visitBerlin* proves that the harm to the guest/client would not have happened or would not have happened in the amount asserted by the guest/client had the proper report been made. This applies in particular if *visitBerlin* proves that an immediate notification by the guest/client to *visitBerlin* would have enabled to rectify the defect or reduce the damage by changing/adding some bookings, by free cancellations in accordance with the agency's agreement with the provider or by achieving ex-gratia solutions with the mediated providers.

c) Claims of the guest/client in the event of failure to signal a defect shall not be dropped

-in case of damages resulting from injury to life, body or health based on an intentional or negligent breach of duty by *visitBerlin* or a legal representative or vicarious agent of *visitBerlin*

-in case of claims for compensation for other damages based on an intentional or grossly negligent breach of duty by *visitBerlin* or a legal representative or vicarious agent of *visitBerlin*

-in case an essential duty is breached the fulfilment of which is instrumental in enabling the proper performance of the agency contract or the breach of which endangers the purpose of the contract

6. Liability of *visitBerlin*

6.1. Unless *visitBerlin* has assumed a corresponding contractual obligation by an explicit agreement with the guest / client, *visitBerlin* shall not be responsible for implementing contracts corresponding to the reservation request of the guest / client with the respective travel companies to be mediated.

6.2. Without an explicit agreement or assurance, *visitBerlin* itself shall not be responsible for defects occurring while the services are provided and for personal or property damage incurred by the guest / client in connection with the respective mediated service. This does not apply when arranging several main tourist services (according to the legal definition of a package travel) as long as *visitBerlin* establishes, according to § 651a sec. 2 of the Civil Code, the appearance of providing the planned travel services on its own responsibility.

6.3. A potential own responsibility of *visitBerlin* out of a culpable breach of the agent's obligations shall remain unaffected by the above provisions.

7. Expiration

7.1. Contractual claims of the guest / client against *visitBerlin* out of an injury to life, body or health, including contractual claims for pain and suffering, based on a negligent breach of duty or an intentional or negligent breach of duty of a legal representative or vicarious agent of *visitBerlin*, shall expire in three years. This also applies to compensation claims for other damages caused by a grossly negligent breach of duty by *visitBerlin* or based on an intentional or grossly negligent breach of duty of its legal representatives or vicarious agents.

7.2. All other contractual claims expire after one year.

7.3. The expiration under the foregoing provisions begins at the end of the year in which the claim arose and the guest / client obtained or had to obtain without gross negligence the information about the circumstances giving rise to the claim and about *visitBerlin* being the defaulter.

7.4. If the last day of the specified time limits falls on a Sunday, a nationally recognized public holiday or a Saturday, the next working day shall take the place of such a day.

7.5. If negotiations between the guest/client and *visitBerlin* about raised claims or circumstances justifying the claims are still in the air, the expiration is on hold until the guest/client or *visitBerlin* refuses to continue. The expiration deadline originally set to be one year begins at the earliest 3 months after the hold end.

8. Choice of Law and Competent Court

8.1. The entire legal and contractual relationship between the guest / client and *visitBerlin* is governed exclusively by the German law.

8.2. The guest/client can sue *visitBerlin* only at its headquarters.

8.3. For complaints filed by *visitBerlin* against the guest/client, the decisive location is the domicile of the guest/client. For complaints against guests/clients who are business people, legal persons of both public and private law or persons whose domicile or usual residence is abroad or whose domicile or usual residence is unknown at the moment the complaint is filed, the agreed venue shall be the seat of *visitBerlin*.

8.4. The preceding provisions shall not apply if and insofar something else favourable to the guest / client results from contractually mandatory provisions of international agreements, EU regulations or laws that govern the travel agency contract as an agency agreement between the guest / client and *visitBerlin*.

9. Privacy policy in accordance with Art. 13 of the General Data Protection Regulation (GDPR)

9.1. We collect personal data to enable us to offer you individual services or package tours (tourist offers). This usually includes your first and last name as well as your e-mail address. Furthermore, in certain cases, your address, telephone number and payment data may be collected to secure your booking.

9.2. Our authorization in this regard is based on Art. 6 (1) a. - c. of the GDPR, according to which the collection, storage and transmission of personal data is permitted if the person concerned has consented to the data processing or a contract or legal obligation is to be fulfilled. The tourist offers are external services that we arrange on behalf of and for the account of tourist service providers.

9.3. After we have sent you a booking confirmation, your data will be transferred to the service provider/provider in the event of the use of third-party services. The brokered contract can only be concluded if the contracting parties know the respective contact details of the other party. If necessary, personal data will also be transferred to internal departments of Berlin Tourismus & Kongress GmbH, e.g. accounting, purchasing and IT. Furthermore, in order to fulfil contracts, your data may be transferred to external service providers with whom corresponding contracts for order processing have been concluded in accordance with Art. 28 of the GDPR.

9.4. Berlin Tourismus & Kongress GmbH and, if applicable, external service providers and other parties involved, store your data until the contract has been fulfilled and settlement has been effected, unless we are obliged to store your data for a longer period due to any guarantee rights to which you may be entitled or because of any differing tax or commercial statutory retention periods. In the case of a purchase contract, the guarantee period is generally 2 years. The retention period for accounting receipts is 10 years in accordance with Section 147 (1) of the German Fiscal Code (Abgabenordnung) and 6 years for other business records in accordance with Section 257 (1) of the German Commercial Code (Handelsgesetzbuch).

9.5. You have the right at any time to obtain information on the status of the storage of your personal data and, if they are incorrect, to their rectification or erasure. If the referral relationship has not yet been concluded at this stage, we will no longer be able to provide you with the referral services. The restriction/erasure request (revocation) must be sent to the following e-

9.6. Rights of data subjects

The applicable data protection law grants you comprehensive data subject rights with respect to the data controller responsible for processing your personal data (rights of access and intervention) about which we inform you below:

- Right to information in accordance with Art. 15 of the GDPR: In particular, you have a right of access concerning your personal data processed by us, the purposes of the processing, the categories of personal data processed, the recipients or categories of recipients to whom your data has been or is disclosed, the planned storage duration or the criteria for determining the storage duration, the existence of any right to rectification, erasure, restriction of processing, objection to processing, complaining to a supervisory authority, the source of your data if it was not collected from you by us, the existence of any automated decision making including profiling and if necessary important information on the logic involved and the scope concerning you and the desired effects of such processing as well as your right to notification about which guarantees exist as per Art. 46 of the GDPR on transferring your data to third countries;
- Right to rectification in accordance with Art. 16 of the GDPR: You have a right to immediate rectification of incorrect data concerning you and/or completion of your incomplete data stored by us;
- Right to erasure in accordance with Art. 17 of the GDPR: You have the right to demand erasure of your personal data subject to the provisions of Art. 17 para. 1 of the GDPR. However, this right shall not apply in particular if the processing is necessary to exercise the right to free expression of opinion and to information, to fulfil any legal obligation, for reasons of public interest or to assert, exercise or defend legal claims;
- Right to restriction of processing in accordance with Art. 18 of the GDPR: You have the right to demand restriction of the processing of your personal data as long as the accuracy of our data disputed by you is reviewed, if you reject erasure of your data on account of unreliable data processing and instead demand restriction of the processing of your data, if you need your data to assert, exercise or defend legal claims, after we no longer require such data once it has achieved its purpose or if you have submitted an objection for reasons pertaining to your specific situation, unless it is yet to be determined whether our legitimate reasons prevail;
- Right to information in accordance with Art. 19 of the GDPR: If you have asserted the right to rectification, erasure or restriction of processing to the data controller, this entity is obliged to inform all the recipients to whom the personal data concerning you has been disclosed of such rectification or erasure of data or restriction of processing, unless this proves to be impossible or is associated with disproportionate costs. You have the right to be informed of such recipients.
- Right to data portability in accordance with Art. 20 of the GDPR: You have the right to receive your personal data which you have made available to us in a structured, accessible and machine-readable format or to demand transmission to another data controller insofar as this is technically feasible;
- Right to revoke consent given in accordance with Art. 7 para. 3 of the GDPR: You have the right to withdraw your consent to the processing of data at any time with future effect. In the event of withdrawal, we will immediately delete the data concerned, unless further processing

can be legally based on processing that does not require consent. The withdrawal of the consent does not affect the lawfulness of the processing carried out on the basis of the consent prior to the withdrawal;

- Right to lodge a complaint in accordance with Art. 77 of the GDPR: If you are of the opinion that the processing of personal data concerning you is in breach of the GDPR, you have – regardless of any other administrative or legal remedy – the right to complain to a supervisory authority, particularly in the member state of your place of residence, your workplace or the place of the presumed infringement.

The controller of data processing

Responsible within the meaning of Art. 4 No. 7 of the GDPR is the

Berlin Tourismus & Kongress GmbH, Am Karlsbad 11, 10785 Berlin
 Managing Director: Burkhard Kieker
 Phone: 030/250025
 E-mail: info@visitberlin.de
 Registered at the Berlin-Charlottenburg District Court under the registration number HRB 48652.

Contact details of the data protection officer:

AMD TÜV Arbeitsmedizinische Dienste GmbH, Mr. Oliver Gröger,
 Alboinstraße 56, 12103 Berlin
 E-mail: datenschutz@visitBerlin.de

You have the option of lodging a **complaint with the supervisory authority:**

Berliner Beauftragte für Datenschutz und Informationsfreiheit, Maja Smoltczyk,
 Friedrichstr. 219, 10969 Berlin
 Phone: +49 (0)30 13889-0
 Fax: +49 (0)30 2155050 E-mail: mailbox@datenschutz-berlin.de

All further information can be found in our [privacy policy](#).

Section B. Accommodation services (guest reception conditions)

In the following guest reception conditions, the term "Host" denotes all commercial accommodation facilities and other accommodation providers whose accommodation services are agency-mediated by *visitBerlin*.

1. Conclusion of Contract

1.1. The following applies for all types of reservations

- a) The customer will be notified in the respective offer or in the respective booking document about the available booking channels (verbally, by telephone, by fax, by email, online).
- b) The basis of the host's offer and of the booking of the guest / client are the accommodation description and the additional information contained in the booking document (e.g. location descriptions, classification explanations) insofar as they are available to the guest / client when the booking is made.
- c) The booking documentation of *visitBerlin* shows the available booking options. Bookings can be made through travel agencies and other booking sites

that present themselves as partners of *visitBerlin*. Such partners are not authorised by *visitBerlin* and the host to make arrangements, provide information or assurances modifying the agreed content of the accommodation contract, go beyond the host's contractually approved services or are contrary to the description of the accommodation and the services as provided by the host.

1.2. The booking process informs about whether the customer's credit card details are required. If credit card details are required, the customer's bookings can be processed only after a full statement of correct credit card data (and optionally their verification).

1.3. To make a reservation processed verbally or by telephone, the following applies:

- a) By making the reservation, the guest / client makes the host a binding offer to conclude an accommodation contract.
- b) The contract comes into existence when the acceptance (reservation confirmation) by the guest / client is received. It requires no particular form the consequence of which being that even verbal and telephonic bookings are legally binding for the guest / client and the host. However, for verbal or telephone bookings, the guest / client receives a written copy of the booking confirmation. However, the legal liability of the booking made verbally or by telephone does not depend on whether this written copy of the booking confirmation actually reaches the guest / client.
- c) Information from *visitBerlin* and the host about free accommodation, prices and services does not constitute a binding offer by the host to conclude an accommodation contract.

d) Exclusively in group tours (Group Accommodation Deals, Group Packages), *visitBerlin* or the host hand out, optionally and on request, a binding offer with specific services and prices. Notwithstanding the previous provision, this constitutes a binding offer by the host to the guest / client. In this case the contract comes into existence without a corresponding confirmation by *visitBerlin* or the host being necessary, if the guest / client, or the client accepts this offer within the period specified therein without any restrictions, modifications or extensions by explicit declaration, down payment, final payment or the utilisation of the accommodation. The guest / client receives confirmation about the arrival of its declaration of acceptance usually through *visitBerlin*. The accommodation contract is, however, already binding when the declaration of acceptance by the guest / client arrives at *visitBerlin* binding, even if the guest / client fails to receive an acknowledgment of receipt of its declaration of acceptance.

1.4. Bookings that are made on the Internet, take place in accordance with the following provisions exclusively in real time (immediate contract conclusion on the screen):

- a) By clicking the button "book with liability for costs" the guest/client presents a binding offer to the host or *visitBerlin* as its agent to conclude the accommodation contract.
- b) The transmission of the contract offer by clicking the button "book with liability for costs" does not constitute any claim by the guest/client for the accommodation contract to come into existence according to its booking data. *VisitBerlin* and the host are free to decide whether or not to accept the contract offer of the guest /client.

c) The contract comes into existence immediately after the guest/client made the reservation by clicking the button "book with liability for costs" by displaying the reservation confirmation correspondingly on the screen (realtime booking) along with the arrival and display of this reservation confirmation at the guest/client place. The guest/client is offered the possibility to save and print the booking confirmation. However, the liability of the accommodation contract is not dependent on whether the guest/client uses these options for saving or printing. As a rule, the guest/client receives additionally a copy of the booking confirmation by email, as an email attachment, by mail or fax. However, the receipt of such booking confirmation is not a prerequisite for the legal liability of the accommodation contract.

2. Prices; City Tax in Berlin; VAT

2.1. The prices specified by the accommodation establishment always include the City Tax of 5% imposed by the State of Berlin on the net cost of accommodation, excluding such additional services such as breakfast, mini-bar, sauna, etc. The prices also include the applicable statutory VAT. The accommodation establishment is obligated to levy the City Tax for each overnight stay booked for personal reasons (as compared to business travel) each time that it sets aside accommodation for the customer (accepts a booking) and must levy the tax even when the customer fails to cancel the booking in a timely manner or is a no-show.

2.2. In the case of a professional occasion (e.g. invoice issued to the employer), the city tax is not levied. The professional occasion can also be made plausible by presenting a confirmation letter written by the employer or an internal document. If verification on the spot is not possible, the hotel guest has the opportunity to ask the Tax office, within four months of the departure, for the refund of a possibly undue City Tax. From the 22nd day of contiguous overnight stays, the duty to pay a city tax gets cancelled even for accommodations that are exclusively private.

3. Payment

3.1. The rules on payments and balance payments are different with the hosts mediated by *visitBerlin* and can vary with the same host both seasonally and in dependence on the respective tariff. The customer will be notified about each payment regulation during the booking procedure. The payment regulation is referred to in the booking confirmation. The customer is obligated to make down payments and final payments as per the payment regulations agreed in each individual case.

3.2. Agreed down payments or advance payments do not become payable until after signing the contract with the host (receipt of booking confirmation from *visitBerlin* or the guest /client's travel agent).

3.3. If arrangements for advance and final payments have not been made in an individual case, such payments are not to be made and the total price for accommodation, services and additional services is to be settled when checking out on the day of departure.

4. Cancellation and non-arrival; costs of cancellation

4.1. *visitBerlin* points out that a general statutory right of cancellation for accommodation contracts does not exist and that according to the legal regulations (§ 312g para 2 sentence 1 no. 9 of the Civil Code) there is no right of cancellation in accommodation contracts (contracts for accommodation with or without additional services) even if the contracts were concluded by a long distance transaction (by phone, online, by fax or by email).

4.2. The regulations for the customer's payment obligations in the event of a booking cancellation or a non-arrival are different with hosts mediated by *visitBerlin* and can vary with the same host both seasonally and in dependence on the respective tariff. The customer is notified of the respective regulation during the booking procedure. The payment regulation is referred to in the booking confirmation.

4.3. If, in individual cases, agreements have not been made to cancel the trip or if the traveller does not arrive (no-show), then the following conditions apply:

a) The trip may be cancelled without cancellation fee up to 6 pm of the day before arrival. Group bookings (individually arranged trips for 10 or more persons) are excluded. Group bookings may be cancelled without penalty at no later than 30 days before the agreed arrival date.

b) If guests have not cancelled their booking within the deadlines stated in the previous paragraph, the accommodation provider shall, in the course of its customary business operations, endeavour to find other guests for said accommodation, taking into account the particular character thereof (such as its being a non-smoking room or a family suite). The accommodation provider shall offset revenues made from such alternative arrangements or, if such are not possible, offset the expenses not incurred as a result of the cancellation.

c) If cancellation of the stay has not been received in a timely manner as defined in above, the accommodation provider may invoice the guest/client the following amount based on the total price of the accommodation (including all ancillary costs) for the duration of the stay as booked less the percentage deemed to be the expense saved due to such cancellation as defined in current case law:

- For accommodations without board (meals) 90%
- For accommodation with breakfast 80%
- For half-board (two meals) 70%
- For full-board (three meals) 60%

4.4. The guest/client is expressly reserved the right to prove to the accommodation provider that the expenses it has saved as a result of the cancellation are substantially higher than the deductions set forth above and/or that the accommodation was successfully rebooked. In the event such evidence is provided, the guest/client would only be obliged to pay the correspondingly lower cancellation fee.

4.5. It is strongly recommended to conclude a trip cancellation insurance.

4.6. It is recommended to direct cancellation letters to *visitBerlin* or the travel agency involved by the guest / client

Section C. Tickets/Event Tickets

1. Basic information and booking; Reservations

1.1. *visitBerlin* offers as an agent acting on behalf of the providers (cultural institutions / organisers) via *visitBerlin's* own reservation system, via sales partners in the TOMAS® ticket shop or via the ticket systems cooperating with *visitBerlin* (hereinafter referred to as external systems) tickets, event tickets, and tickets for boat and city tours etc. – uniformly referred to as "tickets".

1.2. If third party offers (organisers / ticket systems) are only advertised via *visitBerlin* (an advertisement with a text link or iframe), the guest / client is

automatically led to the ticket system/organiser and can book with the provider subject to availability. In this case, *visitBerlin* has no contractual obligations as intermediary.

1.3. The business, event or transport conditions apply for the contractual relationship between guest / client and provider, the following contractual provisions and, to the extent of being effectively agreed or generally valid, the approved transport conditions.

1.4. *visitBerlin* states explicitly that the organisers will not accept the return of tickets/vouchers/coupons insofar as the event is cancelled for reasons that are not the responsibility of the organiser as service provider. This applies explicitly also to tickets/vouchers/coupons that are purchased online. The statutory cancellation period according to Section 312g (2) subclause 9 German Civil Code (BGB) does not apply in this case if a specific date for a period was defined for the provision of the service.

1.5. The organiser is entitled to withdraw from the contract in the case of force majeure and/or other unforeseeable, extraordinary circumstances that are not the responsibility of the organiser and that prevent the organiser from providing the service. Payments made by the guest/client will be reimbursed. The guest/client does not have the right to demand indemnification. The organiser will only be entitled to claim force majeure if it informs the guest/client of this circumstance without delay.

1.6. *visitBerlin* explicitly points out that the providers, as a rule, exclude exchange and return of the tickets, unless the event / promotion is cancelled for a reason attributable to the sphere of the organizer as provider.

1.7. *visitBerlin* checks, according to the booking/mediation assignment, the availability of the ticket requested by the guest/client.

1.8. If, as part of the mediation order date, time, seat category, class of transport, price level and other variables of the offer or the tickets were not expressly referred to, such determinations are not a prerequisite for the mediation order to be effective as well as its conversion is not a contractual intermediary duty of *visitBerlin*.

1.9. If there is availability, *visitBerlin* confirms the booking. By this confirmation, which requires no particular form, the contract between the provider and the guest / client comes into existence as legally binding. If tickets are brokered through *visitBerlin* sales partners, the booking is confirmed when the voucher(s) are issued to the client.

1.10. With booking inquiries for groups, the client is advised to request, via *visitBerlin* as an intermediary, an individual offer of the provider stating conditions for groups and the date of payment. The individual offer is made by *visitBerlin*, in the event of an assignment, free of charge provided that no remuneration was explicitly agreed upon in an individual case especially for the event that the offer is not accepted.

2. Processing fee; Payment

2.1. For all ticket bookings (for Print@Home tickets as well) *visitBerlin* as an intermediary can request a processing / mediation fee provided that this is contractually agreed. Such an agreement may be made by explicitly referring to price lists of service fees that are displayed, forwarded or accessible on a website, which are then referred to while booking and are mentioned in the booking confirmation / invoice.

2.2. The guest/client will be charged for the total amount once booking is complete. The amounts will be charged to the credit card of the guest/client.

Alternatively, payment via Paypal or Googlepay is possible. Cash payments are also possible at the Berlin Tourist Information (BTI) office. Payment methods for vouchers/coupons obtained from sales partners of *visitBerlin* are dependent on the payment methods allowed by the sales partner.

2.3. The fee is collected by *visitBerlin* or via its sales partners on behalf of and for the account of the respective provider. The risk for any banking delays is borne by the guest/client, provided that such delays are beyond the control of *visitBerlin*.

3. Issuance and delivery of tickets

3.1. Guests/clients that place bookings online at *visitBerlin.de*, the Berlin Service Center of *visitBerlin* or the *visitBerlin* ticket shop will, after payment of the price, receive an e-mail from *visitBerlin* containing a voucher/coupon to print out (Print@Home ticket). Customers who place bookings directly in the offices of Berlin Tourist Information (BTI) will immediately be given a voucher/coupon. Guests/clients who place bookings with a sales partner of *visitBerlin* will either be sent the voucher/coupon by e-mail or post, or will be given the voucher/coupon in person (e.g. at the hotel reception).

3.2. Vouchers/coupons entitle the holder to immediate use of the service. In individual cases, vouchers / coupons must first be converted at the box office into an original ticket. Information on this can be found on the voucher / coupon.

3.3. Voucher/coupons are non-transferable, unless purchased from Berlin Tourist Information. The name of the guest/client is printed on the voucher/coupon. The provider is entitled, but not obliged, to request that the guest/client present an official means of identification or other legitimisation. Neither *visitBerlin* as the agent nor the provider itself will be liable for the loss of the entrance or event tickets/vouchers/coupons.

3.4. Guests/clients are advised to note the validity period printed on the vouchers/coupons. The guest/client is required to adhere to the instructions on the event and the agreed terms and conditions of the provider. The visiting, i.e. opening times, stated in the terms and conditions of the provider shall apply.

3.5. Print@Home-Tickets: The forwarding of ordered tickets using the Print@Home procedure is implemented by a self-printout of tickets sent electronically to the guest / client. The guest / client is entitled, with respect to the tickets ordered by him, to make only one printed copy for the purpose of proper use. He is not entitled to reproduce the printed ticket, to multiply or modify it. An unauthorised duplication or reselling of Print@Home ticket does not provide the right of visiting the event or using transportation.

3.6. Tickets obtained using the Print@Home procedure and personally related vouchers may not be sold to third parties. The guest / client is responsible for protecting the ticket against third party access. If the ticket / voucher is multiplied by a third party, the damage shall be borne by the guest / client. This damage may consist in that the guest / client shall have no access to the event with his original ticket / voucher or the transport will be refused.

Section D. Mediation of guided tours

1. Subject of mediated services of; applicable regulations; conclusion of the contract; performance obligations

1.1. *visitBerlin* provides services of tour guides such as on circular tours or walking tours.

1.2. A service contract between the guest / client and the tour guide comes into existence by the intermediary of *visitBerlin* by way of a booking confirmation by *visitBerlin* which requires no special form. The following provisions, alternatively the statutory provisions of §§ 611 and following items of the Civil Code, apply for this service contract.

1.3. Unless otherwise expressly agreed, the performance of a guided tour does not have to be executed by a specific tour guide.

1.4. Even in case a specific person of the tour guide is appointed or explicitly agreed upon, it is up to *visitBerlin* or the tour guide themselves to replace this person in the event of a compelling reason preventing him/her from working (especially due to illness) by another suitable and qualified tour guide.

1.5. The number of participants at round tours is restricted to a maximum of 25 persons. The information on the duration of guided tours is approximate.

2. Surcharges; Payment

2.1. Entrance fees, cost of food as well as transportation costs by public and private means of transport, city maps, brochures, museum guides, cost of tours within the frame of tourist attractions visited as part of the guided tour are only included in the agreed price if they are expressly listed among the guided tour services or agreed additionally.

2.2. The total price of the guided tour including all booked additional services, insofar as no other agreement has been made with the tour guide, is to be paid in advance in cash on the spot to the tour guide before the tour starts, unless the guest / client was optionally offered, in the frame of the booking confirmation, to effect the payment as a prepayment by bank transfer. In this case, the transfer with a credit already in the respective account has to be done 48 hours before the agreed implementation day. *visitBerlin* is as an intermediary neither authorised nor obliged to organise the payment for the tour guide. Timely payments can therefore be effected only to the tour guide himself.

3. Cancellation and non-utilisation

3.1. The guest / client is advised that under the statutory provisions (§312g para 2 sentence 1 no. 9 of the Civil Code), there is no right of withdrawal for contracts for guided tours and no general right of withdrawal or termination. However, the guides mediated by *visitBerlin* grant the guest / client the contractual right to cancel the contract up to 72 hours before the tour begins. The cancellation for which a written or text form (email, fax, letter) is highly recommended is to be handed in exclusively *vis-a-vis visitBerlin*.

3.2. If the guest / client does not make use of the agreed services fully or partially without the tour guide or *visitBerlin* being responsible, even though the tour guide is ready and able to provide the service, the refund of payments already made cannot be claimed.

3.3. The agreed compensation will be governed by the statutory provision of § 615 p. 1 and 2 of the Civil Code: The agreed remuneration is to be paid without there being an entitlement to a subsequent guided tour. However, the tour guide has to have saved expenses credited to the compensation plus the compensation obtained by way of another use of the agreed services or malevolently omitted to obtain. It is expressly reserved to the guest / client to prove the saved expenses or compensation acquired from other guided tours.

In the event of such proof, the guest / client is obliged to pay only the correspondingly lower compensation.

3.4. The agreed tour times are to be strictly adhered to. Should the guest / client be late, it is obliged to inform the tour guide of this delay at the latest at the time of the agreed beginning of the tour and to name the estimated time of the delayed arrival. The tour guide can refuse postponing the start of the tour if the postponement is objectively impossible or unreasonable, particularly if subsequent or other compelling business or private appointments of the tour guide cannot be met. Postponements of more than 30 minutes generally entitle the tour guide to cancel the tour. The tour provider shall offset the expenses saved by 25% of the agreed price and any compensation obtained from reselling the services or not earned by wilfully not seeking alternative customers. The guest/client retains the right to demonstrate that further savings or higher earnings were made by the tour provider. If this proves to be the case, the guest/client is obliged only to pay the lower amount due.

Section E. Bus mediation

1. The basic information

1.1. *visitBerlin* mediates on behalf of the provider's buses and other means of transport. Through the mediation of *visitBerlin*, the contract between the seller and the guest / client gets concluded. For the contractual relationship between the provider and the guest / client, the following contract provisions shall apply and, to the extent of being effectively agreed, the provider's terms and conditions and otherwise, when hiring entire vehicles, the lease contract right as per §§ 531 and following items of the Civil Code, when booking individual places or rides the work contract right in accordance with §§ 631 and following items of the Civil Code.

1.2. *visitBerlin* presents upon request as intermediary an individual offer to the client on behalf of the client and by the client's mandate. The creation of the offer is in case of an assignment for the guest / client free of charge.

1.3. The contract between the guest / client comes into existence when it accepts this offer by notice to *visitBerlin* without modifications, limitations or extensions within a deadline possibly mentioned by *visitBerlin* in the offer.

2. Payment

2.1. The preparation of the offer by *visitBerlin* is free of charge provided that an appropriate service fee for the preparation of the offer has not been expressly agreed in an individual case for the event of non-acceptance of the offer. The due date of the payment depends on the agreements concluded between the guest / client and the provider. Payments are to be made exclusively to the mediated provider.

3. Cancellation and non-utilisation of the provider's services

3.1. The guest / client is advised that under the statutory provisions (§312g para 2 sentence 1 no. 9 of the Civil Code), there is no right of withdrawal for contracts for bus transport and no general right of withdrawal or termination. However, the providers of bus transportation services mediated by *visitBerlin* grant the guest/client the contractual right to cancel the contract up to a reasonable time before the agreed start of transportation. Further details can be found in the respective terms and conditions of the provider.

3.2. If the guest / client does not use, in whole or in part, the agreed transportation services without the provider or *visitBerlin* being responsible, although the provider is willing and able to provide the service, no claim for a refund of payments already made is possible.

Legal regulations are valid for the agreed remuneration. The agreed remuneration is to be paid without there being a possibility of obtaining another guided tour. The tour guide provider lets saved expenses amounting to 25% of the agreed price be credited to the compensation as well as a compensation which he acquired through another use of the agreed services, or malevolently omitted to acquire. It is expressly up to the guest / client to prove higher cost savings or compensations acquired by rerouting the transport orders. In the event of such proof, the guest / client is obliged to pay only the correspondingly lower compensation.

Section F. Arranging charter boat cruises

1.1. *visitBerlin* arranges charter cruises on behalf of the shipping companies providing said cruises. Through the mediation of *visitBerlin*, the provider and the guest/client enter into a binding contract. The contractual relationship between the provider and the guest/client is subject to the following contractual provisions, and, if so agreed, the provider's terms and conditions, or otherwise the laws concerning the leasing of boats per §§531 ff. of the German Civil Code (BGB). Taking food and beverages onto boats owned by the shipping companies is not permitted.

1.2. Upon request, *visitBerlin* will act as an intermediary and present an individual offer to the client on behalf of the client and by the client's mandate. There is no charge if the guest/client accepts the offer.

1.3. The contract between the guest/client comes into existence when it notifies *visitBerlin* of its acceptance of the offer without modifications, limitations or extensions within the deadline optionally set by *visitBerlin* in the offer.

2. Payment

2.1. The preparation of the offer by *visitBerlin* is free of charge unless an appropriate service fee for the preparation of the offer has been expressly agreed on a case-by-case basis in the event the offer is not accepted.

2.2. The due date of the payment is as agreed between the guest/client and the provider. Payments are to be made exclusively to the provider.

Cancellation and non-utilisation of the provider's services

3.1 The guest/client is advised that under §312g(2)(1)(9) BGB, there is no right to withdraw from contracts for transport for ship and no general right to rescind or terminate any such contracts. However, the shipping company mediated by *visitBerlin* will grant the guest/client a contractual right to rescind the contract for up to 4 days before hours before the agreed start of transport; any cancellations received thereafter will require full payment of the contract price as agreed. For cancellations received within 14 days before the scheduled date of service, the cancellation fee will be 70% of the contract price; for cancellations received within 7 days before the scheduled date of service, the cancellation fee will be 90% of the contract price.

3.2 If the guest/client fails to use, in whole or in part, the agreed transportation services for reasons beyond the control of the provider or *visitBerlin*, although the provider is willing and able to provide said service as agreed, any claim for a refund of payments already made is excluded. Legal regulations

apply to the remuneration agreed, which is to be paid without any claim to subsequent transport. The guest/client is expressly reserved the right to prove that the expenses saved or payments received from rebooking the cancelled service with another guest/client. In the event such evidence is provided, the guest/client would only be obliged to pay the correspondingly lower cancellation fee.

All English translations are based on the German original and are solely provided for your convenience. In case of any disputes, contradictions or discrepancies between the original, German-language version and versions in any other language, the German-language version always has priority and is legally binding.

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