

## General Terms and Conditions of Business for Rulantica group bookings (as of 01/2020)

### 1. Scope

- (1) These general terms and conditions of business (hereinafter referred to as the 'GTCs') apply to all the contracts that pertain to group bookings of Rulantica tickets and which have been concluded via the contact form that is available at [www.rulantica.de/gruppen](http://www.rulantica.de/gruppen) (hereinafter referred to as the 'website') between Europa-Park GmbH & Co Mack KG, Europa-Park-Strasse 2, 77977 Rust (hereinafter referred to as 'Europa-Park', 'we' or 'us') and the orderer (hereinafter referred to as the 'orderer' or 'you'). These GTCs are applicable regardless of whether you are a consumer, entrepreneur or merchant.
- (2) The orderer shall be considered to be a consumer if the purpose behind the booking of tickets cannot be associated with his commercial or independent professional activity [§13 of the BGB (Civil Code)]. As opposed to this, the word 'entrepreneur' refers to any natural person, corporate entity or partnership having legal capacity that concludes the contract in question within the framework of the execution of its commercial or independent professional activity [§14 of the BGB (Civil Code)].
- (3) The situation is considered to involve a 'group booking' if at least 20 people have come together to jointly purchase tickets for visiting the Rulantica water world. The group booking provisions shall therefore only apply if all the members of the group enter the premises at the same time. If the tickets are not booked by a company, but by natural persons, the provisions pertaining to companies constituted under civil law shall apply.
- (4) A booking is regarded as a school group booking when a class of at least ten school children has teamed up to jointly purchase tickets for Rulantica Water World. The rules for school group bookings only apply if the whole group of school children enter at the same time. If the tickets are not booked through a company, but are natural persons, the provisions governing partnerships under civil law shall apply. School group bookings are only possible from Monday to Friday and not on public holidays or in the school holidays of Baden-Württemberg. Furthermore, a school group booking only applies to official trips made by primary and secondary schools when combined with the submission of a school certificate upon check-in at Rulantica.
- (5) All agreements made between you and us in connection with the contract arise out of these terms and conditions of business, the product descriptions, the order confirmation and our declaration of acceptance.
- (6) The version of the GTCs that is valid at the time the contract is concluded shall be binding.
- (7) We do not accept any terms and conditions of the orderer that deviate from these GTCs. This also applies even if we do not expressly object to the application of such terms and conditions.

### 2. Conclusion of contract, contract language

- (1) The presentation and marketing of the tickets on our website does not constitute a binding offer to enter into a purchase contract.
- (2) Group tickets can be booked using the contact form that is available at [www.rulantica.de/gruppen](http://www.rulantica.de/gruppen). The orderer's address has to be specified during this procedure. By submitting a booking request, you make us a binding offer to conclude a contract with you.
- (3) Before the contact form is used to submit the booking in a binding fashion, the orderer can spot potential input errors by carefully reading the information displayed on the screen.
- (4) We will send you confirmation by email without undue delay that we have received the non-binding booking request that you submitted using our contact form. An email of this kind does not yet contain binding acceptance of the order, unless, in addition to confirmation of receipt, acceptance is also confirmed therein at the same time.
- (5) After your booking has been received, we can accept the offer in question by sending you either an order confirmation or the tickets that have been booked. The contract shall be considered to have been concluded in conjunction with the sending of either the order confirmation or the tickets. If the situation involves more than one of the aforementioned alternatives, the contract shall be considered to have been concluded at the point in time at which one of the aforementioned alternatives comes into being for the first time.
- (6) Should it not be possible to deliver the tickets you have ordered, we shall refrain from sending a declaration of acceptance. In this case, no contract will be concluded. We will inform you of this without undue delay.
- (7) We shall send the orderer the contract text (consisting of the booking, the GTCs and the order confirmation) on a durable data carrier (email or post). This shall be done no later than the point in time at which the tickets are delivered. The contract text is saved in compliance with data protection regulations.
- (8) The contract is concluded in German, provided that it was not initiated using an English-language or French-language contact form. In such cases, the contract shall be concluded in the corresponding language.

### 3. Subject matter of the contract

- (1) The subject matter of the contract is the purchase of tickets with which the group gains access to our Rulantica water world.
- (2) The scope of services for tickets and conditions for the services covered by the respective tickets result from the product descriptions on the website.
- (3) In addition, the park rules and swimming pool rules apply to entry into and use of the facilities of the water world. These rules can be viewed at [www.rulantica.de](http://www.rulantica.de), and at the park itself.
- (4) The group shall only gain access to the water world when the valid tickets are presented; such access shall be provided in accordance with the conditions specified in no. 1 (3) of these GTCs.
- (5) Customers are entitled to visit the water world at a discounted price only if the reason for the concession still applies at the time of the visit and can be proven on entry. Otherwise, the orderer shall only be entitled to visit the water world if he or she pays the difference between the discounted and standard prices.

### 4. Cancellation right

- (1) If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or self-employed professional activity), you have the right to cancel your order in accordance with the statutory provisions.
- (2) However, there is no cancellation right for distance contracts relating to the provision of services in connection with leisure activities if the contract stipulates that the service be provided on a specific date or within a specific period (Section 312g (2) Sentence 1 No. 9 Civil Code (BGB)). Tickets purchased online that are booked for a specific date or specific period (e.g. a season)

are therefore not covered by the cancellation right. Please note that the cancellation right set out below applies only to the purchase of tickets that are not valid for a specific date or period.

- (3) Otherwise, the cancellation right shall be subject to the provisions that have been described in detail in the cancellation policy that can be found on the rear side.

### 5. Cancellation and withdrawal conditions

- (1) As a matter of principle, a booking has to be cancelled in writing.
- (2) Group bookings can be cancelled for free if the cancellation take place up to 14 days before the booked visit date. It is possible to either reduce the number of booked tickets or cancel the entire group booking up to this point in time. Once this period has expired, further cancellations are only possible upon request and as a gesture of goodwill.
- (3) In case of a cancellation, any payments that may have been made shall be refunded.

### 6. Prices, payment terms, retention of title

- (1) Unless otherwise agreed upon, the prices that are binding on the day of contract conclusion and which are specified on our website ([www.rulantica.de/gruppen](http://www.rulantica.de/gruppen)) shall be applicable.
- (2) All the prices specified on our website are gross prices, which include the statutory value-added tax.
- (3) In case of group bookings made by consumers, the purchase price becomes due as soon as the contract is concluded. As a matter of principle, payments can be made using credit cards or direct debit operations. In the case of school groups, payment is made on site by credit or debit card or in cash. The payment method options are specified within the framework of the order processing operation, and before the booking is submitted.
- (4) In situations that involve group bookings and in which the bookings are made by a company, the purchase price shall be charged to the orderer's account when the cancellation period specified under clause 5. (2) expires. The purchase price should be paid through a money transfer operation, and this should be done within a period of 30 days after the billing date.
- (5) As an orderer, you shall only have offset rights if your counterclaims have been determined without further legal recourse, or if they are undisputed, or if we have accepted them in writing. Apart from this, you shall only be entitled to exercise a right of retention to the extent that your counterclaim is based on the same contractual relationship.

### 7. Shipping costs, delivery terms and service terms

- (1) The tickets that have been booked shall be sent to the orderer by post. If rapid processing of the booking makes it impossible to conduct a timely postage operation, the items in question shall be sent as an email attachment, which shall take the form of a QR code. It is the orderer's responsibility to provide suitable software that allows the files to be opened and printed properly.
- (2) If available, the booked tickets shall immediately be sent to the orderer who is a consumer. This shall be done no later than 3 working days after the receipt of payment. School groups are given their tickets on site.
- (3) If group bookings are made by a company, the tickets shall be sent after the expiry of the cancellation period specified in clause 5. (2).
- (4) Mailing expenses amounting to the sum of 3.50 euros accrue if the tickets are sent by post. No mailing expenses accrue if the tickets are sent via email.

### 8. Warranty and liability

- (1) The statutory warranty rights shall be applicable for defects.
- (2) Regardless of the warranty claims associated with section (1), we shall only be liable for damage compensation in accordance with a) through c):
  - (a) Our liability shall be unlimited if the situation involves liability for injury to life, limb, health and/or guarantees, or if the situation involves liability for damages that were inflicted either deliberately or in a grossly negligent manner;
  - (b) our liability shall be in accordance with the product liability act if the situation involves product liability;
  - (c) if essential contractual obligations are violated as a result of ordinary negligence, the resultant damage compensation liability shall be limited to the extent of the damage whose infliction we would typically have had to take into account at the time of contract conclusion on the basis of the circumstances that were known to us at the said point in time. The phrase 'essential contractual obligations' refers to the fundamental obligations that were binding in terms of the conclusion of your contract, and upon whose fulfilment you were permitted to rely;
- (3) Apart from that, any other damage compensation liability on our part is hereby ruled out, irrespective of the legal basis of the same.
- (4) When it comes to the cases described in section 1 lit c), damage compensation claims and claims pertaining to the reimbursement of expenses shall lapse in twelve months. The statutory period of limitation begins in accordance with §199 of the BGB (Civil Code).
- (5) If our liability is excluded in accordance with these provisions, the said exclusion also applies to the liability of our institutions, performing agents and vicarious agents. The exclusion applies in particular to our employees.

### 9. Online dispute resolution platform, participation in the dispute resolution procedure

- (1) The European Commission provides a platform for Online Dispute Resolution (ODR). This platform is supposed to serve as a contact point for the extrajudicial resolution of disputes pertaining to the contractual obligations associated with online purchase contracts and online service contracts. The platform can be accessed at <http://ec.europa.eu/consumers/odr/>.
- (2) We are not obligated to participate in a dispute resolution procedure conducted by a consumer arbitration service, and have decided not to voluntarily participate in such a procedure.

### 10. Applicable law and final provisions

- (1) The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This particular choice of law only applies to consumers insofar as it does not revoke mandatorily applicable consumer protection regulations of the country that contains, at the time of booking, the consumers' habitual residence.
- (2) Should one of the provisions of these Terms and the additional agreements concluded be or become invalid, the validity of the remaining provisions shall remain hereby unaffected.

**Cancellation policy**

**Cancellation right:**

You have the right to withdraw from this contract within fourteen days without providing a reason.

The cancellation period comprises fourteen days from the date on which you, or any third party that is not the carrier and was appointed by you, took possession of the goods.

To exercise your right of cancellation, you must inform us (Europa-Park GmbH & Co Mack KG, Europa-Park-Straße 2, 77977 Rust, fax: +49 7822 77-14205, telephone: +49 7822 77-6655, email: info@rulantica.de) of your decision to withdraw from this contract by sending a clear declaration (e.g. a letter sent by post, fax or email). You may use the attached template cancellation form for this, but are not obliged to do so.

To comply with the cancellation period, it is sufficient for you to send the notification of your decision to exercise your cancellation right before the cancellation period expires.

**Consequences of cancellation:**

If you withdraw from this contract, we will refund all payments that we have received from you, including shipping costs (except for additional costs incurred in the event that you selected a shipping method other than the cheapest standard delivery option that we offer), without undue delay, no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. The refund will be issued to the same payment method that you used for the original transaction, unless otherwise explicitly agreed with you; under no circumstances will you be charged a fee for this refund. If you required that the provision of services begin during the cancellation period, you are obliged to pay us an appropriate amount that corresponds to the services already provided up to the point in time you informed us that you wished to exercise your cancellation right with respect to this contract in comparison to the full extent of services provided for in the contract.

**End of cancellation policy**

Template cancellation form

If you would like to withdraw from the contract, please complete this form and return it to us.

Europa-Park GmbH & Co Mack KG  
Europa-Park-Straße 2  
77977 Rust  
Germany

Telephone: +49 7822 77-6655  
Telefax: +49 7822 77-14205  
Email: info@rulantica.de

I hereby withdraw from the contract that I concluded

for the purchase of the following goods/the provision of the following services (\*)

\_\_\_\_\_

Booked on \_\_\_\_\_

Received on \_\_\_\_\_

Name of the consumer(s) \_\_\_\_\_

Address of the consumer(s) \_\_\_\_\_

\_\_\_\_\_

Signature(s) of the consumer(s) (only for submission of this form on paper)

Date

(\*) Delete as applicable.