



## General Terms and Conditions of Europa-Park GmbH & Co Hotelbetriebe KG ('Europa-Park Resort') for the Europa-Park Resort Camping Contract (Status: 01/2025)

### I. Area of application

1. These General Terms and Conditions apply to the renting of a reserved tent or motorhome/camper pitch in Europa-Park Camping or Caravaning (Rheinweg 5, 77977 Rust) and the use of the communal facilities provided (e.g. washing facilities) in Europa-Park Silver Lake City. The sub-letting or re-renting of the provided tent or motorhome/camper pitches and their use for purposes other than accommodation requires the prior written consent of Europa-Park Resort: Sec. 540 Para. 1 Sentence 2 German Civil Code (BGB) is excluded insofar as the camping guest is not a consumer.
2. The general terms and conditions of camping guests only apply if this was expressly agreed to in writing in advance.

### II. Conclusion of contract, contracting parties, limitation period

1. The presentation and promotion of Europa Park Caravaning and Camping on the website do not constitute a binding offer for the conclusion of a camping contract.
2. In the case of online purchases, camping guests can place tent or motorhome/camper pitches and additional offers into their basket on a non-binding basis. They can then correct their entries at any time prior to sending a binding order, using the correction tools which are provided and explained in the order process. A binding order can only be submitted after entering the required personal details. To do so, the camping guest must first register. By clicking the 'order with obligation to pay' button on the website, the camping guest submits a legally binding booking, thereby making an offer for the conclusion of a camping contract and, depending on the extras selected, a purchase contract.

Europa-Park Resort confirms the receipt of the booking placed via the website by e-mail, without undue delay. This e-mail constitutes a binding acceptance of the booking, unless it contains an explicit rejection of the booking. In cases where it is impossible to deliver the extras ordered, e.g. tickets for an event which is already sold out, Europa-Park Resort will not declare its acceptance of the order and no contract will be concluded. Europa-Park Resort will inform the camping guest of this situation immediately and refund any payments it has already received without undue delay.

3. In the event of telephone bookings, the camping guest must supply Europa-Park Resort with the necessary details and the desired dates. The booking is not deemed to have been placed until the confirmation e-mail has been sent.

4. The contracting parties are Europa-Park Resort and the camping guest. Where a third party has placed a booking on behalf of the camping guest, the third party and the camping guest are liable vis-à-vis Europa-Park Resort as joint and several debtors for all obligations arising out of the Europa-Park camping contract, insofar as the Europa-Park Resort is in possession of a corresponding declaration from the third party.

5. In principle, any and all claims against Europa-Park Resort become statute-barred one year from the start of the statutory limitation period. Claims for damages become statute-barred in five years, notwithstanding knowledge thereof. The shortening of limitation periods does not apply in the case of claims based on an intentional or grossly negligent breach of duties on the part of Europa-Park Resort.

6. Young persons under the age of 16 years are only permitted to stay at the Europa-Park Resort if they are accompanied by a parent or guardian or another adult to whom the parent or guardian has transferred parental rights and duties as well as responsibility. A written document from the parent or guardian must be

presented in this case.

7. Young persons between 16 and 18 years of age may either stay on the campsite as provided in Subclause 6 above, or without an accompanying adult provided that they can furnish a signed Declaration of consent for minors travelling without one legal guardian together with a copy of their parent's or guardian's ID.

8. Parents and accompanying adults are hereby informed that they must fulfil their duty of supervision with care. Supervising adults will be held responsible for any damage caused by those in their care, even if said adults are not present on site on the day of the visit.

### III. Services

1. Europa-Park Resort shall be obliged to ensure the availability of the tent or motorhome/camper pitches booked by the camping guest and to perform the agreed services. The contractually agreed services are specified in the descriptions in the brochure and the details contained in the relevant booking confirmation.

2. The camping guest shall be obliged to pay the agreed and/or applicable prices of the Europa-Park Resort for the provision of the pitches and any other services they use. This also applies to services arranged by the camping guest and outlays paid by Europa-Park Resort to third parties. The agreed prices include the currently valid statutory value added tax and any applicable tourist taxes.

3. Should the camping guest subsequently wish to reduce the number of booked pitches, any other services to be provided by Europa-Park Resort or shorten the length of their stay, Europa-Park Resort may make its agreement conditional upon an increase in the price for the pitches and/or the other services to be provided by Europa-Park Resort.

### IV. Prices, payment, offsetting

1. In principle, Europa-Park Resort accepts the following payment methods for bookings: credit card (Mastercard, VISA, AMERICAN EXPRESS, Diners Club, Discover), invoice, PayPal, GooglePay, ApplePay, Postfinance, Giropay, iDeal and Bancontact. In respect of any booking, Europa-Park Resort reserves the right not to offer specific payment methods and to refer camping guests to other options.

2. The booking price for the reservation shall be paid in full at least four days before arrival. Insofar as the camping guest has not paid the full booking price directly upon completing the booking, but wishes to pay at reception upon arrival by Chèque Vacances, EC card, voucher, EMOTIONS card or in cash, the number of a valid credit card shall be supplied as a guarantee at the time of booking.

3. If payment of the booking price has not been received in full by four days prior to arrival, the booking price will be pre-authorized as a security guarantee to be held on the credit card. Once payment is made by an alternative means upon arrival, the pre-authorization will be cancelled.

4. In cases where an authorised credit card has not been supplied, Europa-Park Resort reserves the right to cancel the booking if payment has not been received by four days prior to arrival.

5. If the camping guest makes the booking online within three days prior to arrival, the successful payment of the full booking price is required to conclude the booking process.

6. In the case of telephone bookings made within three days prior to arrival, the camping guest will receive a temporarily valid guarantee request in the form of an e-mail with a link for the payment



## General Terms and Conditions of Europa-Park GmbH & Co Hotelbetriebe KG ('Europa-Park Resort') for the Europa-Park Resort Camping Contract (Status: 01/2025)

of the booking price. The camping guest will not receive the booking confirmation until the booking price has been paid in full. If the camping guest fails to pay during this time, the reservation will be cancelled.

7. At the start of and throughout the camping guest's stay, Europa-Park Resort is furthermore entitled to demand an appropriate advance payment or security guarantee for existing and future receivables arising from the contract, unless this has already been furnished.

8. The camping guest may only reduce a claim of Europa-Park Resort, offset their own claim against it or exercise a right of retention insofar as their own claim is uncontested or has been finally and bindingly established. The camping guest is also entitled to offset their claims against those of Europa-Park Resort if they are giving notice of defects or asserting counterclaims arising from the same contract.

9. If the applicable rate of value added tax changes after conclusion of the contract, then the agreed price shall be adjusted accordingly.

10. All stated prices and price agreements are in euros. Insofar as foreign currencies are referred to, this solely serves as a binding guideline on the basis of the exchange rate valid at the time of publication.

11. When making bank transfers, the camping guest shall state the reservation number and the name (identical with the name on the booking confirmation). Incoming payments can only be taken into account by Europa-Park Resort if it receives them at least 14 days before arrival. Europa-Park Resort will not send the camping guest a confirmation of receipt for payments. The camping guest must therefore keep hold of the deposit slips from their bank as confirmation. Payment by bank transfer is not possible for reservations at short notice (these include all reservations one to 14 days before arrival).

12. Unfortunately, requests for specific tent pitches cannot be taken into account. Requests for specific pitches for vehicles such as campers will be accommodated where possible. However, the camping guest has no entitlement to a specific pitch. In particular, Europa-Park Resort reserves the right to allocate another pitch within the requested category to the camping guest. This also applies in cases where the camping guest has explicitly requested a specific pitch in an online booking. The camping guest may not switch to a pitch other than the one allocated without the express permission of Europa-Park Resort.

### V. Changes to services

If the time between the conclusion of the contract and the provision of the service exceeds four months, Europa-Park Resort reserves the right to amend prices on the following basis without prior notice. If one or more of the relevant cost items, e.g. personnel, energy, fuel, taxes or charges, increases after conclusion of the contract and, according to Europa-Park Resort's best judgement, the increase (additional costs) can be expected to remain in place at the time of provision of the service and other circumstances cannot be expected to counterbalance this increase, Europa-Park Resort is entitled to raise its price unilaterally in an amount equivalent to the additional costs, provided that the increase does not exceed 8% of the agreed price. If the originally agreed price increases by more than 8%, the camping guest is entitled to rescind the contract. Europa-Park Resort may require the camping guest to either accept the alteration of the contract or declare their rescission within a time frame to be determined by Europa-Park Resort.

To the extent that there is a significant decrease in the calculated prices, the price reduction will be passed on to the camping guest.

### VI. Rescission by the camping guest/non-utilisation of services by the camping guest

1. The camping guest may only rescind the contract concluded with Europa-Park Resort with the latter's written consent. If such consent is not given, then the contractually agreed price must be paid, even if the camping guest does not make use of contractual services. This does not apply if Europa-Park Resort has breached its duty to show consideration for rights, legal interests and other interests of the camping guest, if, in consequence thereof, it is unreasonable for the camping guest to be held to the contract or the camping guest is entitled to any other statutory or contractual right of rescission.

2. Insofar as a date has been agreed in writing between Europa-Park Resort and the camping guest, up to which time rescission of the contract will be free of charge, the camping guest can rescind the contract up to this date without giving rise to payment or damages claims of Europa-Park Resort. The camping guest's right of rescission will lapse if it is not exercised in writing vis-à-vis Europa-Park Resort by the agreed date, except in the case of rescission by the camping guest pursuant to Clause VI. No. 1 Sentence 3.

3. In the event that, during a contractually agreed free cancellation period, the camping guest opts not to make use of their previously booked pitch but fails to inform Europa-Park Resort thereof, the cancellation fee shall be 100% of the contractually agreed price per night plus a flat-rate administrative charge of one euro per person per night. The camping guest's claim to the pitch shall lapse in this case. Previously paid sums will not generally be reimbursed in this context.

4. Where pitches are not used by the camping guest, Europa-Park Resort shall offset the income from the renting of these pitches to other parties well as the saved expenses. If the pitches are not rented to other parties, Europa-Park Resort may demand the contractually agreed remuneration and make a flat-rate deduction for saved expenses. The camping guest is at liberty to prove that the aforementioned claim did not arise or that it does not correspond to the amount demanded.

5. In respect of group bookings, 50% of the tent or motorhome/camper pitch fee will be charged in the event of rescission without consent from the 28<sup>th</sup> day before arrival and 80% thereof will be charged from the second day before arrival. Individual cancellations are possible up to three days before the arrival date. Europa-Park Resort will charge a cancellation fee of 80% of the price of the tent or motorhome/camper pitch for rescissions after this date. Camping guests can take out their own travel cancellation insurance policies as an additional safeguard.

### VII. Rescission by Europa-Park Resort

1. Insofar as it has been agreed in writing that the camping guest can rescind the contract free of charge within a certain period, Europa-Park Resort is also entitled to rescind the contract during this period, if it has received enquiries from other customers/camping guests concerning the contractually booked pitches and the camping guest does not agree to relinquish their right of rescission upon inquiry by Europa-Park Resort.

2. Europa-Park Resort reserves the right to cancel the booking if payment has not been received by four days prior to arrival. If payment is not received by the deadline, the camping guest's entitlement to a camping site or pitch in Europa-Park Camping or



## General Terms and Conditions of Europa-Park GmbH & Co Hotelbetriebe KG ('Europa-Park Resort') for the Europa-Park Resort Camping Contract (Status: 01/2025)

Caravaning will lapse.

3. Europa-Park Resort is further entitled to extraordinary rescission of the contract for an objectively justified cause, if, for example

- force majeure or other circumstances beyond the control of Europa-Park Resort render the performance of the contract impossible;
- pitches are booked on the basis of misleading or false statements, e.g. the identity of the camping guest or the purpose of the stay;
- Europa-Park Resort has reasonable grounds to assume that the use of the contractual services may compromise the smooth operation or jeopardise the safety or public image of Europa-Park Resort and the cause does not lie within the latter's sphere of control or organisational remit.

The camping guest has no right to assert compensation claims against Europa-Park Resort in the event of rescission due to force majeure. New dates can be booked subject to availability.

4. Europa-Park Resort is furthermore entitled to the extraordinary rescission of the contract insofar as the costs of providing the contractual service are grossly disproportionate to the remuneration. This may be caused, for example, by a sharp increase in energy prices.

5. The camping guest can derive no right to compensation from a justified rescission by Europa-Park Resort.

### VIII. Provision, hand-over and return of the pitch

1. Booked pitches will be available to the camping guest from midday on the agreed day of arrival. Camping guests have no right to earlier availability of the pitches.

2. On the agreed day of departure, the pitches are to be vacated and available to Europa-Park Resort by no later than 11am. If a pitch is vacated after 11am, Europa-Park Resort may charge 50% of the full list price for use beyond the contractually agreed scope up to 6pm; if a pitch is vacated after 6pm, it may charge 100% of the full list price. This does not give rise to contractual claims of the camping guest. The camping guest is at liberty to prove that Europa-Park Resort has no claim to charges for use or that its claim is substantially lower.

3. No more than the number of registered persons may use the pitch allocated to the camping guests.

4. The camping guest is obliged to report to reception before occupying a tent or motorhome/camper pitch.

### IX. Liability of Europa-Park Resort

1. Europa-Park Resort shall be liable for its obligations under the contract with the diligence of a prudent businessman. Damages claims of the camping guest are excluded. This excludes damages arising from loss of life, personal injury or health impairment where Europa-Park Resort is responsible for the breach of duty, other damage based on an intentional or grossly negligent breach of duty on the part of Europa-Park Resort and damage based on an intentional or negligent breach by Europa-Park Resort of duties typical for the contract. A breach of duty by a legal representative or a vicarious agent of Europa-Park Resort is deemed equivalent to a breach of duty by Europa-Park Resort itself. In the event of disruptions to or defects in the services of Europa-Park Resort, Europa-Park Resort shall make every effort to remedy the situation upon gaining knowledge thereof or following prompt notice of defects by the camping guest. The camping guest shall be obliged to make every reasonable effort to remedy the problem and minimise possible damage. The camping guest must examine leisure

facilities, appliances and vehicles before use.

2. Camping guests must keep any valuables on their person at all times for their own security. Europa-Park Resort strongly advises camping guests to lock any accommodation units (caravans, motor homes, tents) they bring with them. Europa-Park Resort accepts no liability for lost or stolen items/valuables.

3. Insofar as Europa-Park Resort procures external services, technical or other equipment from third parties for the camping guest, it acts on behalf of and for the account of the camping guest. The latter shall be liable for the careful handling and proper return of the equipment and shall indemnify Europa-Park Resort from all third-party claims arising from the provision of the respective equipment.

### X. Termination

Europa-Park Resort is entitled to terminate the contract without notice for cause. Cause is deemed given in particular in the event that the camping guest's conduct is persistently in breach of the campsite rules, which are binding for him, endangers other camping guests, causes persistent disturbances, uses the rental object in breach of the contract or otherwise behaves in gross breach of the contract. In such case, the camping guest has no claim to reimbursement of the rental price.

### XI. Special notes

1. Decorative materials or other items may only be mounted following prior consultation and agreement with Europa-Park Resort to avoid damage to the facilities. The camping guest warrants that decorative materials in particular comply with fire safety requirements. In case of doubt, Europa-Park Resort may require the submission of a confirmation from the responsible fire protection authorities.

2. It is not permissible to erect additional pavilions or tents on the booked pitch.

3. In principle, dogs are welcome in the Europa-Park Resort campsite, with the exception of fighting dogs and other dogs classed as dangerous. There is a payment obligation. Dogs must be registered in advance. The camping guest shall observe the rule that dogs must be kept on the leash on the entire campsite.

4. It is not possible to drive into or out of the campsite between 11pm and 7am.

5. During pandemics or other special situations, the camping guest shall undertake to adhere to the applicable statutory and official regulations such as obligatory mask-wearing or social distancing rules. Insofar as they do not comply with these rules communicated by Europa-Park Resort or its employees, Europa-Park Resort reserves the right to exercise its right to deny entry and/or eject individuals from its premises [Hausrecht]. Similarly, persons who are unable to make use of Europa-Park Camping or Caravaning, despite having a valid reservation, because they are personally unable to meet a statutory or official requirement, e.g. they do not have the required vaccination status, are not entitled to compensation.

6. The consumption of cannabis and cannabis products is prohibited in the entire Europa-Park Resort.

### XII. Final provisions

1. Europa-Park Resort reserves the right to correct mistakes as well as printing errors and calculation errors.

2. Europa-Park Silver Lake City only issues admission tickets to overnight guests.

3. Amendments and supplements to the contract, the acceptance



## General Terms and Conditions of Europa-Park GmbH & Co Hotelbetriebe KG ('Europa-Park Resort') for the Europa-Park Resort Camping Contract (Status: 01/2025)

of the application or these General Terms and Conditions for the Camping Contract must be in writing. Unilateral amendments or supplements made by the camping guest are invalid.

4. The place of performance and payment is the registered head office of Europa-Park Resort. The law of the Federal Republic of Germany shall prevail to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the camping guest has made the booking as a consumer, and at the time of booking, their habitual residence is in another country, the application of the mandatory legislation of that country will not be affected by the choice of law set out in Clause XII. No. 5, Sentence 1.

5. If the camping guest has placed their order as a merchant, legal entity under public law or a public-law special fund, the place of performance for all services arising from the business relationship with Europa-Park Resort and the exclusive place of jurisdiction shall be the registered head office of Europa-Park Resort.

Europa-Park Resort's right to take legal action before a court at another statutory place of jurisdiction remains unaffected. In other respects, the applicable statutory provisions shall apply with respect to the jurisdiction of the courts.

6. If the camping guest's habitual residence is in a non-EU country that is not a member of the Lugano Convention, the exclusive place of jurisdiction shall be the registered head office of Europa-Park Resort.

7. Insofar as the camping guest's place of residence or habitual residence was in Germany at the time of concluding this contract and, at the time the action is brought by Europa-Park Resort, they have either moved this place of residence or habitual residence to a location outside of Germany, or if their place of residence or habitual residence is unknown at this time, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship existing between the camping guest and the Europa-Park Resort shall be the registered head office of Europa-Park Resort.

8. In the event that individual provisions of these General Terms and Conditions are or become invalid or void, this shall not affect the validity of the remaining provisions. In other respects, the statutory provisions shall apply.

9. Versions of these General Terms and Conditions in languages other than German are intended for translation purposes only. In the event of problems of interpretation, linguistic discrepancies or contradictions in the contents of the foreign-language and German versions, the German version of these General Terms and Conditions shall prevail.

10. Reservations at Europa-Park Caravaning or Camping do not count as overnight stays in the 'Hotel Friend' loyalty programme operated by Europa-Park Resort.

11. Camping guests shall take note of the campsite regulations on display and observe them at all times during their stay.

