

General Terms and Conditions

of Berlin Tourismus & Kongress GmbH (*visitBerlin*)

Berlin Tourismus & Kongress GmbH (hereinafter referred to as "*visitBerlin*") makes use of the booking services of the TOMAS® reservation system and the *visitBerlin* Shop to offer users the opportunity of ordering and purchasing the following tourist tickets online: the Berlin WelcomeCard (hereinafter referred to as the "BWC"), the BWC Museumsinsel, the Berlin CityTourCard (the "CTC") and the BWC all inclusive (the "BWC ai").

The respective tourist tickets are available in various purchase options (mail order ticket, online ticket, voucher) through various distribution channels. It is the customer's responsibility to determine the availability of a particular purchase option and distribution channel. Further details are contained in the terms of use of the respective products set out below. In addition, souvenirs and brochures can be ordered and purchased from the *visitBerlin* Shop.

The two booking systems referred to above (the TOMAS® reservation system and the *visitBerlin* Shop) differ, for example, with regard to the items that can be purchased as well as the information that needs to be provided when making the purchase. In order to assist you when purchasing our products through the different booking systems, these General Terms and Conditions contain the corresponding provisions of both booking systems, respectively arranged according to the **TOMAS® reservation system** (<http://www.berlin-welcome-card.de>; <http://www.citytourcard.com>) and the ***visitBerlin* Shop** (<http://www.shop.visitberlin.de>). Provisions that apply to both booking systems can be found at the beginning of each section. The available products also differ as to the content and services that can be purchased, as well as in their purchase options. Details can be found in the respective terms of use of the individual products.

Section 1 Scope of application

1. These General Terms and Conditions shall apply to all contracts concluded with a "consumer" within the meaning of Section 13 of the German Civil Code (the "BGB") or an "entrepreneur" within the meaning of Section 14 of the BGB (hereinafter referred to as the "customer") through the TOMAS® reservation system, *visitBerlin* or the *visitBerlin* Shop. Any deviating provisions are hereby rejected. Any provisions other than those contained herein shall only be effective if expressly acknowledged in writing by *visitBerlin*.

2. These General Terms and Conditions shall also apply to future business relations, even if they are not expressly agreed upon again.

3. A consumer as envisaged by these General Terms and Conditions is any natural person who enters into a legal transaction for a purpose that cannot be attributed to such person's independent professional or commercial activities.

4. An entrepreneur as envisaged by these General Terms and Conditions is any natural or legal person or partnership with legal capacity who enters into a legal transaction acting within the course of their independent professional or commercial activities.

Section 2 Contracting parties / contact persons

1. The contract of sale is concluded with Berlin Tourismus & Kongress GmbH (*visitBerlin*), Am Karlsbad 11, 10785 Berlin. Further information about the seller can be found in the legal notice on the website.

2. The Berlin Service Center can be contacted at +49 (0) 30 - 25 00 25 for questions and suggestions relating to our products and services as well as in respect of any complaints or grievances.

Section 3 Making use of the services

(1) The respective discounts offered by the tourist service providers can only be claimed on presentation of a valid original tourist ticket. The user must present the respective tourist ticket for electronic verification or visual inspection without being requested to do so **before** using the service.

(2) The service providers shall only be obliged to provide their services in accordance with the general terms and conditions of their business activities, in particular taking into account the advertised service times, opening hours and general service requirements (e.g. weather conditions).

(3) The discounts on the offers of numerous tourist service providers, e.g. sightseeing tours, boat trips, visits to museums, theatres and places of interest, as well as access to numerous attractions, may be as much as 30% or 50%, depending on the provider or the type of service or product.

(4) The respective general terms and conditions or conditions of carriage of the service providers shall apply to the use of the services included in the respective products. The relevant general terms and conditions or conditions of carriage can be obtained from the service providers. The organisers and providers expressly reserve the right to make changes to the range of services, opening hours, prices or validity periods.

Section 4 Offers, conclusion of the contract, obligations of performance and delivery

(1) The presentation of the products does not constitute a legally binding offer, but rather a non-binding online catalogue. Input errors can be corrected before sending the order using the technical means provided in the online shop and the usual functions of the keyboard/mouse. By clicking the "Buy" or "Place order" button, you place a binding order for the goods contained in the shopping cart. Thereafter, input errors can no longer be corrected. Confirmation of receipt of the order takes place immediately after sending the order and does not yet constitute acceptance of the contract. We accept your order by sending an order confirmation to the e-mail address specified by you.

(2) Orders are processed and contact is made automatically by e-mail. The order data will be stored and can be retrieved by entering the booking number under the above-mentioned service number. The order data includes the text of the contract together with the General Terms and Conditions. The transmission of the order data to the customer is in writing by e-mail.

(3) The customer shall ensure that the e-mail address provided by the customer to confirm or process the order is correct, so that *visitBerlin*'s e-mails and the vouchers or goods sent in them can be received at this address. In particular, when using SPAM filters, the customer shall ensure that e-mails sent by *visitBerlin* can be delivered.

(4) The goods shall remain the property of *visitBerlin* until payment has been received in full. The customer shall not be entitled to dispose of the goods subject to the retention of title. If the retention of title lapses due to processing by the customer of the goods delivered by *visitBerlin* (such as by being combined with other items), the customer hereby grants *visitBerlin* co-ownership of the item created through the combination. Transfer shall be substituted by the customer safeguarding the new item on behalf of *visitBerlin* free of charge.

(5) When ordering available tickets via the *visitBerlin* Shop, the ordering data of registered customers will be saved and can be viewed at any time on <https://shop.visitberlin.de/checkout/onepage/index/> in the password-protected customer account by entering the relevant login data. When placing an order as a guest, the order data will no longer be available at <http://shop.visitberlin.de> after completing the ordering process for security reasons. You have the option of concluding the contract for the purchase in German or English.

(6) Vouchers, online tickets or items for download will be delivered by e-mail. The delivery of goods and hard tickets is regularly carried out by mail (postal delivery) to the delivery address specified by the customer against confirmation of receipt. It is not possible for customers to collect the ordered goods or hard tickets personally.

(7) Delivery by post occurs in Germany within 5 days (standard DHL delivery), in the other countries in Europe within 5–10 days and in countries outside Europe within 10–14 days. On <https://shop.visitberlin.de/versand>, an overview of the delivery charges is provided. These are also shown separately in the shopping cart. Goods are not delivered on Sundays and public holidays.

(8) If the customer or a person authorised to receive the goods cannot be found at the delivery address, *visitBerlin* shall be entitled to deliver the goods to a substitute recipient. Substitute recipients may especially be other persons that are present in the customer's household or at the specified delivery address. If, however, the consignment is handed to a neighbour of the customer, the withdrawal period in accordance with Section 8 of these General Terms and Conditions shall not commence until the customer has received the consignment.

(9) If the goods cannot be delivered to the delivery address specified by the customer, the customer shall bear the costs of the unsuccessful delivery. This does not apply if the customer is a consumer and acceptance of the goods was impossible for reasons beyond the control of the customer or the person authorised to receive the goods.

(10) The customer shall not be entitled to compensation if delivery becomes substantially more difficult or impossible due to force majeure or other events over which *visitBerlin* has no control. In particular, such events include: fire, flooding, labour disputes, operational interruptions, strikes and official orders which are not attributable to the operational risk of *visitBerlin*. In such cases, the customer will be notified immediately of the inability to effect delivery and any performance already rendered by the customer shall be reimbursed immediately.

(11) Partial deliveries shall be permissible unless it is apparent that the customer has no interest in such a delivery or it is apparent that the customer cannot reasonably be expected to accept such a delivery. If *visitBerlin* makes use of this right, the packaging and delivery costs shall only be charged once.

(12) *visitBerlin* shall have the right to withdraw from the contract if its suppliers fail to make proper delivery to it. *visitBerlin* shall take all reasonable steps to procure the goods. If the goods are unavailable or

only partially available, the customer will be informed of this immediately and any payment already made shall be refunded immediately.

Section 5 Information on the use of vouchers

(1) Vouchers are not available for all products and cannot be obtained from all distribution channels. It is the customer's responsibility to ascertain which purchase options are available via which distribution channel.

(2) The voucher itself does not constitute a ticket and does not entitle the holder to any discount or admission at tourist service providers. Vouchers do not confer a right to the immediate use of a service and need to be redeemed for a hard ticket.

(3) Redeeming a voucher for a hard ticket is only permitted once at one of the following redemption points (including all Berlin Tourist Info Centres). There you will also receive any product extras. Validation is carried out by the system according to the voucher number.

(4) Any costs incurred in connection with redeeming the voucher for a hard ticket shall not be reimbursed. *visitBerlin*, as the issuer of the voucher, shall not be liable for any personal injury or damage to property suffered by the customer in connection with the journey to the redemption point.

(5) The voucher can only be redeemed by the person designated on it (usually the purchaser). However, when ordering online via the *visitBerlin* Shop, the customer has the option of specifying a third party in advance as the recipient and authorising this person to redeem the voucher. When redeeming the voucher, the purchaser or recipient will need to prove their identity by means of a valid identity document. The Berlin Tourist Info Centres or redeeming points shall be entitled to record the identifying personal data before redeeming the voucher and to request confirmation of receipt of the ticket issued by signature. The voucher is not transferable, cannot be redeemed for cash and can only be redeemed once.

(6) The voucher may be redeemed for a hard ticket up to the expiry date indicated on the voucher. The voucher must be presented in order to redeem it. There are no fees or charges for the redemption itself.

(7) The customer is not entitled to reproduce, duplicate or alter the printed voucher. The customer must keep the voucher after receipt/printing so that third parties do not have access to it. If the ticket is reproduced by a third party or if the voucher is lost before it is redeemed, the customer shall be liable for any loss or damage. If the voucher is lost or duplicated by a third party, the purchase price will not be refunded.

(8) The specific provisions for handling the voucher and its redemption apply for security reasons to prevent fraud in online payment transactions. Any misuse of the vouchers, their reproduction etc. is punishable by law and will be prosecuted. *visitBerlin* expressly reserves the right to claim damages in such cases.

(9) The locations of the Berlin Tourist Info Centres as well as other redemption points for the vouchers and their opening hours are indicated on the vouchers supplied to you.

Subject to change at any time. The latest information on all Berlin Tourist Info Centres, all redemption points and the respective opening hours can be found at: <http://shop.visitberlin.de/de/voucher>.

Section 6 Information on the use of online tickets

(1) Online tickets are not available for all products and cannot be obtained from all distribution channels. It is the customer's responsibility to ascertain for themselves which purchase options are available via which distribution channel. Online tickets must be printed on A4 paper by the customer after purchase and before the first use and entitle the customer to the immediate use of services.

(2) An online ticket entitles the holder to a discount or entry at tourist service providers. The online ticket is only valid for the period indicated on it (date, time, expiry).

(3) The online ticket can only be used by the person designated on it (usually the purchaser). The customer may be requested to prove their identity by means of a valid identity document when using the ticket. The online ticket is not transferable and cannot be exchanged for cash. If the online ticket is not used or is lost, *visitBerlin* will not refund the purchase price or replace it.

(4) The customer is not entitled to reproduce, duplicate or alter the online ticket. The customer must keep the online ticket after receipt/printing so that third parties do not have access to it. If the ticket is reproduced by a third party or if the online ticket is lost before it is redeemed, the customer shall be liable for any loss or damage. If the online ticket is lost or duplicated by a third party, the purchase price will not be refunded.

(5) The specific provisions for handling the online ticket apply for security reasons to prevent fraud in online payment transactions. Any misuse of the online tickets, their reproduction etc. is punishable by law and will be prosecuted. *visitBerlin* expressly reserves the right to claim damages in such cases.

Section 7 Prices, terms of payment and delivery charges

(1) The prices shown are determined by the respective products and product variants, are final prices and include the statutory value added tax applicable in Germany. *visitBerlin* will not accept any payment methods other than those specified here. If customers send cash contrary to this provision, *visitBerlin* shall not be liable for any loss in respect thereof.

(2) The purchase price includes transport costs, including statutory VAT, in accordance with the information on the tourist ticket. The collection of the transport cost component is performed by *visitBerlin* on behalf of and for the account of the transport companies.

2. The purchase price is due and payable in advance when placing the order and can be paid by **credit card** or **PayPal**. Your account will be debited immediately after completion of the ordering process. We accept Visa, Mastercard/Eurocard and American Express credit cards.

3. When paying by credit card and PayPal, the date of payment corresponds to the date of the order. If payment is made using the PayPal payment service, the payment is processed by PayPal (Europe) S.à r.l. et Cie, S.C.A., 22–24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal User Agreement, which can be viewed at www.paypal.com. This requires, amongst other things, that the customer opens a PayPal account or already has such an account. In the event that a credit card payment is rejected, the customer shall pay the purchase price together with any additional costs or fees within 10 days of receipt of the services. Such costs shall include any costs incurred due to the cancellation of the credit card debit.

4. Additional charges may apply in individual cases to orders from countries outside the European Union for which *visitBerlin* is not responsible and which shall be borne by the customer. These include, for example, charges for the transfer of money by credit institutions (e.g. transfer fees, currency exchange fees).

5. If the customer is in default of making due and proper payment, *visitBerlin* shall be entitled to charge interest on the arrears at the rate of 5 percentage points above the base interest rate of the Deutsche Bundesbank, unless the customer or *visitBerlin* is able to prove a lower or higher amount of damages. Interest on overdue payments shall accrue even without notice of default if the date for payment is exceeded.

6. The various postage and delivery charges to the customer are detailed at <https://shop.visitberlin.de/versand>. Furthermore, before completing the order, the specific delivery charges incurred by the customer are displayed separately above the shopping cart. There are no delivery charges for the online delivery of vouchers or online tickets by e-mail.

Section 8 Data protection

(1) *visitBerlin* complies with the data protection laws with regard to your personal data.

(2) Within the context of the purchase contract, the customer's personal data is collected; this includes the first and last name, address, telephone number, e-mail address and, in the case of the purchase of an online ticket or voucher, the starting date of the ticket's validity. This data is stored exclusively for the implementation of the purchase contract and insofar as this is required by obligatory statutory requirements. The processing of personal data is necessary for the performance of the contract in accordance with Article 6(1)(b) of the General Data Protection Regulation (GDPR).

(3) Customers have the right, at any time, to obtain information on the status of the storage of their personal data and to request the erasure of their personal data insofar as this is not precluded by the requirements referred to above. A request for restriction/erasure (revocation) must be sent to the following e-mail address: datenschutz@visitberlin.de. Further information on the subject of data protection can be found in our privacy policy at <https://www.visitberlin.de/de/datenschutzerklaerung>

Section 9 Information on withdrawal

(1) Consumers have a right of withdrawal subject to the following: you have the right to withdraw from this contract within 14 days without giving reasons. However, this right of withdrawal does not apply to the purchase of the following products, namely BWC, BWC ai, CTC and BWC Museumsinsel.

(2) The statutory right of withdrawal for consumer contracts concluded at a distance is excluded: for the purchase of transport tickets or contracts for the carriage of persons (Section 312(2) number 5 of the BGB) and for contracts for the provision of services in the fields of accommodation other than for residential purposes, transport of goods, vehicle rental services, deliveries of food and beverages, or services related to leisure activities, if the contract provides for a specific date or period for the performance (Section 312g(2) number 9 of the BGB).

Consequently, the statutory right of withdrawal does not apply to the purchase of tourist tickets that are subject to these General

Terms and Conditions!

(3) The period for withdrawal is 14 days from the date on which you or a third party designated by you, other than the carrier, have taken possession of the goods.

(4) To exercise your right of withdrawal, you must notify us:

Berlin Tourismus & Kongress GmbH
Am Karlsbad 11
10785 Berlin (Germany)
Phone: +49 (0)30-25 00 25
Fax: +49 (0)30-26 47 48 966
E-mail: versand@visitBerlin.de

by means of an unambiguous declaration (e.g. a letter sent by post, telephone call, fax or e-mail) of your decision to withdraw from this contract. The attached sample withdrawal form can be used for this purpose; however, this is not obligatory. In order to comply with the withdrawal period, it is sufficient that you notify us of the exercise of your right of withdrawal before the expiry of the period for withdrawal.

Consequences of withdrawal

If you withdraw from this contract, we shall immediately reimburse you with all the payments that we received from you, including delivery charges (except for those additional charges resulting from your having chosen a method of delivery other than the cheapest standard delivery offered by us), no later than fourteen days from the date on which we received notice of your withdrawal from this contract. We will use the same method of payment for the refund as you used for the original transaction, unless expressly agreed otherwise with you and under no circumstances will you be charged for the refund. We shall be entitled to refuse to make such a refund until we have received the goods or you have provided proof that you have sent back the goods, whichever is earlier. You are obliged to return or hand over the goods to us immediately and, in any event, at the latest within 14 days of the day on which you notified us of your withdrawal from this contract. Compliance with this time limit shall be deemed to have been observed if you send back the goods before the expiry of the fourteen-day period. We shall bear the costs of returning the goods to us. You shall only be liable for any loss in the value of the goods if such loss in value is attributable to your treatment of the goods which was not necessary to inspect their condition, properties and functionality.

Sample withdrawal form

If you want to withdraw from the contract, please fill out this form and send it to:

Berlin Tourismus & Kongress GmbH
Berlin Service Center
Am Karlsbad 11
10785 Berlin
Fax: +49 (0)30-26 47 48 966
E-mail: versand@visitBerlin.de

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

Ordered/received on (*):

Consumer's name:

Consumer's address:

Consumer's signature (only if the notice is by letter or fax):

Date:

(*) Delete as applicable.

Alternatively, you can also contact us by telephone at +49 (0) 30 25 0 25, by email (versand@visitBerlin.de) or by fax at +49 (0)30-26 47 48 966 and notify us of your withdrawal from the contract. End of the

information on withdrawal

Section 10 Warranty and liability

1. If there is a defect in the purchased item, the statutory provisions shall apply.

2. If the customer is a merchant within the meaning of Section 1 of the German Commercial Code (HGB), the commercial duty to inspect and give notice of complaint in accordance with Section 377 of the HGB shall apply. If the customer fails to comply with the duty to give notice provided therein, the goods shall be deemed to have been accepted.

3. If the customer is a consumer, the customer is requested to lodge a complaint with the carrier in respect of delivered goods with obvious transport damage and to inform *visitBerlin* thereof. If the customer fails to do so, this will not affect the customer's statutory or contractual rights in respect of defects. If the goods have any other defects, the customer shall notify *visitBerlin* thereof immediately.

4. *visitBerlin* shall notify the customer immediately whether the goods are to be collected by *visitBerlin* or by the carrier commissioned by *visitBerlin* from the customer or whether the customer is to return them at *visitBerlin's* expense.

5. If the number of products delivered differs from the quantity ordered, *visitBerlin* must be notified immediately.

(6) *visitBerlin* does not assume any liability as the issuer of the products listed here for the non-performance or poor performance of the participating service providers or for any personal injury, damage to property or other damage suffered by the user as a consequence or during the course of the services provided by the respective service provider. Such claims shall only be capable of being brought by the user against the respective service provider. *visitBerlin* shall only be liable insofar as the statutory provisions strictly provide for liability and only accepts unlimited liability for damages caused by its intentional acts or acts of gross negligence or in the event that a warranty against the harm suffered was provided. Liability for damages due to ordinary negligence which results in injury to life, limb or health shall be unlimited. In the event of a negligent breach of a material contractual obligation, liability shall be limited to the resulting damage to property and financial losses to the extent that such damages were foreseeable and typical in the circumstances. Liability for indirect damages, in particular for consequential damages, unforeseeable damages or atypical damages as well as for loss of profits is excluded. The same applies to damages caused by accident or force majeure. In addition, *visitBerlin* expressly excludes any liability on its part for technical faults (e.g. the non-availability of this website).

Section 11 Information on online dispute resolution and the use of an arbitration body for consumer matters

The EU Commission has created an internet platform for the online settlement of disputes (the "OS platform"). The OS platform serves as a contact point for the out-of-court settlement of disputes in respect of contractual obligations arising from online purchase contracts. Customers can access the OS platform via the following link: <http://ec.europa.eu/consumers/odr/>.

visitBerlin does not engage in voluntary dispute resolution proceedings before consumer arbitration bodies. Nevertheless, we are obliged to provide you with the contact details of the relevant body:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl, telephone: +49 785179579 40, fax: +49 7851 79579 41, www.verbraucher-schlichter.de, e-mail: mail@verbraucher-schlichter.de

Section 12 Applicable law

The parties agree that German law shall be applicable, subject to the proviso that the customer shall not be deprived of the protection granted to the customer in terms of Article 6(2) of the Rome I Regulation by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of the choice of law, would have been applicable.

Section 13 Place of performance and jurisdiction

1. The place of performance for all reciprocal obligations arising from the contract shall be the registered office of *visitBerlin*. This choice of law shall only apply to consumers insofar as the protection granted is not excluded by peremptory provisions of the law of the country in which the consumer has their ordinary residence. The UN Convention on Contracts for the International Sale of Goods is excluded.

2. The place of jurisdiction shall solely be the competent court at the place of performance if the customer is a merchant within the meaning of the HGB, a legal entity under public law or a special fund under public law or does not have a place of residence or registered office within the Federal Republic of Germany.

Section 14 Subject to change without notice

visitBerlin shall be entitled to change these General Terms and Conditions at any time. The version of the General Terms and Conditions disclosed to and accepted by the customer at the time that the order was submitted shall apply.

Section 15 Miscellaneous

Any English translation is based on the original German version. The translated version of the German General Terms and Conditions is provided as a courtesy and is intended solely for information and internal purposes. In the event of disputes, inconsistencies or discrepancies between the German version and the version in another language, the German version shall prevail and be binding to the extent permitted by law.

Should any individual provision of these General Terms and Conditions be or become invalid, the other provisions shall nevertheless remain effective.

Updated: January 2019

Terms of use for the Berlin WelcomeCard (BWC)

of Berlin Tourismus & Kongress GmbH (*visitBerlin*)

The **Berlin WelcomeCard (BWC)** entitles the holder to use public transport and take advantage of the numerous discounts offered by participating tourist service providers. The BWC is available in all purchase options (hard ticket, online ticket and voucher). The BWC can be purchased via the TOMAS® reservation system (<http://www.berlin-welcome-card.de>) and the visitBerlin Shop (<http://www.shop.visitberlin.de>).

Section 1 Product variants and use

(1) The BWC includes a BWC Ticket (as a voucher, online ticket or hard ticket) for public transport and a BWC Guide Book. A BWC Guide Book will be supplied to each BWC user. One guide book is sufficient per group (up to 4 persons), a further guide book is required for each additional person. In the case of online ticket purchases, the customer can download the guide book as a PDF file and print it out if necessary. However, a printout is not required. Alternatively, the guide book can be collected by the customer at one of the Berlin Tourist Info Centres.

(2) If the **BWC Museumsinsel** is purchased, the user also acquires free admission to the museums of Berlin's Museum Island once a day for the duration of the ticket's validity (special exhibitions excluded).

(3) The BWC is available for 48 or 72 hours or 4, 5 or 6 days (online tickets are only available in the AB variant, vouchers only in the ABC variant). During this period, the BWC entitles the holder to use all public transport (the S-Bahn, U-Bahn, bus, tram and regional trains - with the exception of excursion and special services) within the Berlin AB fare zones or the ABC fare zones operated by the Berlin-Brandenburg transport association (hereinafter referred to as "VBB").

The BWC Museumsinsel is only available in the product variant for 72 hours.

(4) **Hard tickets** (mail order tickets) must be validated at the designated ticket machines of the transport operators before the start of the journey or before making first use of the services of a tourist service provider. The validity period only commences after validation. A ticket can be validated until 31/12 of the calendar year in which it was purchased and, depending on the variant, this will then be valid until 2/01 (48-hour ticket) or 3/01 (72-hour ticket) or 3/01 until midnight (4-day ticket) or 4/01 until midnight (5-day ticket) or 5/01 until midnight (6-day ticket) of the following year.

(5) **Online tickets** do not need to be validated separately before first being used. Their validity period depends on the date (and time for the 48-hour BWC and 72-hour BWC variants) on the online ticket. The 4-day, 5-day and 6-day tickets expire at midnight on the last day of validity. In addition, a BWC Guide Book must be collected from one of the Berlin Tourist Info Centres.

(6) The purchase price includes transport costs including statutory VAT, in accordance with the information on the ticket. The collection of the transport costs is carried out by *visitBerlin* on behalf of and for the account of the transport operators. The user's right to make use of the transport services arises directly against the transport operators in accordance with the transport conditions in the fare zones of the VBB.

(7) The discounts on the services offered by the tourist service provid-

ers may be subject to specific conditions or requirements. These can be found in the BWC Guide Book.

(8) Discounts for stage events will only be granted at the box office on the evening of the event, unless otherwise stated; all other discounts will be granted at the box offices of the providers.

(9) Unless otherwise stated, discounts apply in respect of one adult at the normal, non-discounted price. Discounts for children, when offered, are for up to three children under the age of 15, unless otherwise stated.

(10) Discounts cannot be claimed retrospectively after the BWC ticket has expired and any discounts that have not been claimed will not be refunded.

(11) The organisers and providers expressly reserve the right to make changes to the range of services, opening hours, standard prices or validity periods.

(12) The BWC Guide Book cannot be purchased separately without a valid BWC Ticket. Infringements of this requirement shall be prosecuted.

Section 2 Conclusion of the contract and obligations

In respect of the voucher and online ticket purchase options, the following information must be provided when ordering BWC products in addition to selecting the validity period (see Section 1) and the fare zones (AB or ABC):

- a) **Voucher:** Date on which the services are to be used for the first time (as well as the time for the 48-hour BWC and 72-hour BWC variants) and the name of the customer or authorised user. The voucher can be redeemed for a hard ticket up to the validity date indicated on the voucher.
- b) **Online ticket:** Date on which the services are to be used for the first time (as well as the time for the 48-hour BWC and 72-hour BWC variants) and the name of the customer or authorised user.

If the customer fails to make a selection in this regard, the current date will be generated on the ticket by the system. All the information provided is binding and cannot be changed after the purchase.

Section 3 Warranty

The information contained in the BWC Guide Book is based solely on the information provided by the participating service providers. As the issuer of the Guide Book, *visitBerlin* does not accept any liability for the information provided by the service providers. The use of additional services, deviating from the information provided by the service providers in the Guide Book or at berlin-welcomecard.de, may result in additional charges for the user.

Updated: January 2019

Terms of use for the Berlin CityTourCard (CTC) of Berlin Tourismus & Kongress GmbH (*visitBerlin*)

The **Berlin CityTourCard (CTC)** entitles the holder to take advantage of numerous discounts offered by participating tourist service providers as well as the use of the public transport system, provided the appropriate product variant with the use of the public transport system was selected. The CTC can be purchased via <http://www.citytourcard.com> as well as at the Berlin Tourist Info Centres.

Section 1 Product variants and use

(1) The CTC includes the CTC Ticket for public transport and the CityTourCard map. This will be supplied to each individual user of the CTC. In the case of the CTC being purchased online, the customer will be provided with the map at one of the Berlin Tourist Info Centres. Alternatively, the customer can download the map online as a PDF file.

(2) The CTC is available for 48 or 72 hours or 4, 5 or 6 days (online tickets are only available in the AB variant, vouchers only in the ABC variant). During this period, the CTC entitles the holder to use all public transport (the S-Bahn, U-Bahn, bus, tram and regional trains - with the exception of excursion and special services) within the Berlin AB fare zones or the ABC fare zones operated by the Berlin-Brandenburg transport association (hereinafter referred to as "VBB").

(3) The CTC is also available with a validity period of one day, exclusively as a product variant without public transport. When ordering this product variant, the customer receives a printable ticket entitling the customer to claim all the discounts from the participating CTC partners. The present terms of use shall apply on condition that all the provisions relating to public transport do not apply. This product variant can be purchased at the Berlin Tourist Info Centres.

(4) **Hard tickets** must be validated at the designated ticket machines of the transport operators before the start of the journey or before making first use of the services of a tourist service provider. The validity period only commences after validation. A ticket can be validated until 31/12 of the calendar year in which it was purchased and, depending on the variant, this will then be valid until 2/01 (48-hour ticket) or 3/01 (72-hour ticket) or 3/01 until midnight (4-day ticket) or 4/01 until midnight (5-day ticket) or 5/01 until midnight (6-day ticket) of the following year.

(5) **Online tickets** do not need to be validated separately before first being used. Their validity period depends on the date (and time for the 48-hour **CTC** and 72-hour **CTC** variants) on the online ticket. The 4-day, 5-day and 6-day tickets expire at midnight on the last day of validity.

(6) A valid ticket must be presented prior to making use of services, i.e. also before using transport services for the first time.

(7) The purchase price includes transport costs including statutory VAT, in accordance with the information on the ticket. The collection of the transport costs is carried out by *visitBerlin* on behalf of and for the account of the transport operators. The user's right to make use of the transport services arises directly against the transport operators in accordance with the transport conditions in the fare zones of the VBB.

(8) Unless otherwise stated, discounts apply in respect of one adult at the normal, non-discounted price. Discounts for children, when offered, are

for up to three children under the age of 15, unless otherwise stated.

(9) Discounts cannot be claimed retrospectively after the CTC ticket has expired and any discounts that have not been claimed will not be refunded.

(10) The organisers and providers expressly reserve the right to make changes to the range of services, opening hours, standard prices or validity periods.

Section 2 Conclusion of the contract and obligations

In respect of the voucher and online ticket purchase options, the following information must be provided when ordering CTC products in addition to selecting the validity period (see Section 1) and the fare zones (AB or ABC):

- a) **Voucher:** Date on which the services are to be used for the first time (as well as the time for the 48-hour CTC and 72-hour CTC variants) and the name of the customer or authorised user. The voucher can be redeemed for a hard ticket up to the validity date indicated on the voucher.
- b) **Online ticket:** Date on which the services are to be used for the first time (as well as the time for the 48-hour CTC and 72-hour CTC variants) and the name of the customer or authorised user.

If the customer fails to make a selection in this regard, the current date will be generated on the ticket by the system. All the information provided is binding and cannot be changed after the purchase.

Section 3 Warranty

The information contained in the CTC product extra is based solely on the information provided by the participating service providers. *visitBerlin* does not accept any liability for the information provided by the service providers. The use of additional services, deviating from the information provided by the service providers in the CityTourCard map and at <http://www.citytourcard.com>, may result in additional charges for the user.

Updated: January 2019

Terms of use for the Berlin WelcomeCard all inclusive (BWC ai) of Berlin Tourismus & Kongress GmbH (*visitBerlin*)

The **Berlin WelcomeCard all inclusive (BWC ai)** entitles the holder to take advantage of numerous discounts offered by the participating tourist service providers and, if required, to use public transport in the ABC fare zones. The **BWC ai** can be purchased via the **TOMAS®** reservation system (<http://www.berlin-welcome-card.de>), the *visitBerlin* Shop (<http://www.shop.visitberlin.de>) as well as from various distribution partners of *visitBerlin*.

Section 1 Product variants and use

(1) *visitBerlin* issues the BWC ai in cooperation with Turbopass Ticket GmbH. The BWC ai includes the BWC ai Ticket, which entitles the holder to make use of the services provided by the service providers, the BWC ai Guide, which shows all the service providers and, if applicable, a ticket for the use of public transport. It contains a package of free or reduced services from the participating service providers and is intended for adults.

(2) Holders of the BWC ai are entitled to take advantage of the numerous discounts offered by the participating tourist service providers in the Berlin WelcomeCard (BWC). These can be found in the BWC ai Guide.

(3) Discounts for stage events will only be granted at the box office on the evening of the event, unless otherwise stated; all other discounts will be granted at the box offices of the providers.

(4) The BWC ai is available for 48 or 72 hours or for 4, 5 or 6 days (with or without the use of public transport). If the product variant with the use of public transport is purchased, the BWC ai entitles the holder to use all public transport (the S-Bahn, U-Bahn, bus, tram and regional trains - with the exception of excursion and special services) within the ABC fare zones operated by the Berlin-Brandenburg transport association (hereinafter referred to as "VBB").

(5) Users aged 15 and over are classified as adults and users aged 3-14 are classified as children. The product variant for children is only available in conjunction with the purchase of a BWC ai for adults. The product variant for children is only available without the use of public transport, as this is included when accompanying an adult with a valid ticket. In respect of the use of public transport, the conditions of carriage in the fare zones of the Berlin-Brandenburg transport association (VBB) apply. In terms of which, an adult with a BWC ai may be accompanied by up to three children (3-14 years) when making use of public transport.

(6) The BWC ai can only be used during the fixed period for which it is valid.

(7) The ticket must be validated once before it is used for the first time. Before the ticket can be used for the first time, the holder must write by hand the holder's full name and the first day of validity on the BWC ai Ticket. After the validity period has expired, the BWC ai automatically ceases to be valid.

(8) The authorised user is the person to whom the BWC ai was issued. The BWC ai is strictly personal and not transferable to third parties. The customer's personal data shall only be used for the purpose of fulfilling the contract and within the framework of the relevant statutory provi-

sions on data protection and, in particular, in compliance with the technical and organisational security measures. The order data can be requested from Turbopass Ticket GmbH at the service number 040-87 88 098 50 and by providing the booking number.

Section 2 Nature and scope of the services

(1) The nature and scope of the services are based solely on the list of services applicable at the time when the BWC ai is purchased. If the BWC ai grants discounts on services that are subject to charges, only the discount on the card can be claimed in each case. Further discounts of any kind and, in particular, in combination with other cards, cannot be claimed simultaneously or in addition.

(2) The BWC ai entitles the holder to claim a service only once from the respective service provider. If the value of any service has not been fully used or the service has not been fully claimed, the unused difference shall lapse. No refund will be granted.

(3) If the services of the BWC ai are also described in other advertising materials (accommodation directories, brochures, catalogues, internet sites) independently of the relevant applicable list of services, only the description of the services in this list of services shall apply for the use of the services.

(4) Service providers shall be entitled to exclude customers from the use of a service in whole or in part, temporarily or permanently, if customers do not satisfy certain personal requirements (e.g. health requirements or requirements for clothing and equipment), or if the specific use of a service is expected to endanger the customer. The same shall apply if the customer using a service contravenes any legal requirements, safety regulations, instructions for use or the instructions of supervisors, or in any other way infringes the contract to the extent that the exclusion of the customer is objectively justified.

(5) The customer shall not be entitled to any claims whatsoever in the event of a justified restriction of the services or a justified exclusion from the services.

Section 3 Use of BWC ai, obligations of the ticket holder

(1) The customer is obliged to present valid photo ID to the service provider upon request. In the event of age-related services and benefits for the customer or the customer's eligible dependants, the service provider is entitled to demand proof of age.

(2) The BWC ai does not include any insurance cover. It is the customer's responsibility to check their insurance and to ensure that they are covered, in particular, for accidents in connection with the use of the services offered by the ticket.

(3) The customer is not entitled to reproduce, duplicate or alter the BWC ai. It must be kept in such a way that unauthorised third parties do not have access to it. If the BWC ai is lost or damaged, the purchase price will not be refunded. In the event of an unauthorised reproduction or duplication by third parties, the customer shall be liable for any loss or damage.

Updated: January 2019