

General Terms and Conditions of mainzplus CITYMARKETING GmbH for events and mediated services (Version 01/2019)

1. Applicability

These General Terms and Conditions for events and mediated services apply to all supplies and performance by mainzplus CITYMARKETING GmbH (hereinafter: mainzplus) in connection with the sale of admission tickets for events as well as mediated services, and apply in addition to the other general terms and conditions (including house rules and security provisions) as well as the "Terms and Conditions for Package Services Offered by mainzplus CITYMARKETING GmbH".

2. Applicable law, data privacy, jurisdiction

2.1 German law applies exclusively.

2.2 All data provided by the customer is processed in compliance with the applicable data protection laws.

2.3 If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal person under public law or a special fund under public law, has no general place of jurisdiction in Germany or if his/her domicile or usual place of residence is unknown at the time of the legal action, the exclusive place of jurisdiction for all disputes arising out of and in conjunction with the contractual relationship shall be Mainz.

Events

3. Prices and pre-sale

3.1. The prices stated are not eligible for commission.

3.2 Schoolchildren, students, trainees, OAPs, the unemployed and those serving in the armed forces or performing civil service receive discount only for specially designated events. Disabled persons (with disability of 80% and more) receive discount of 50% upon presentation of a valid disability certificate. The person accompanying a person with 100% disability receives discount of 50% upon presentation of a valid certificate. Wheelchair users have free admission. The accompanying person pays the full price.

3.3 Pre-sales generally run up to the date of the event at the pre-sale price plus the pre-sale fee. Thereafter, tickets can only be purchased at the box office at the box office price. In the case of sold-out events, there is no obligation to reserve a ticket quota for the box office.

3.4 Tickets reserved for the box office are available at the box office price.

4. Cancellation right and right of return

4.1 To the extent that mainzplus offers services in the area of leisure events, particularly in the form of tickets for events, there is no distance contract in accordance with Section 312 b paragraph 3.6 of the Civil Code (BGB). This means that there is no two-week right to cancellation or return.

4.2 Every order for admission tickets is binding immediately after confirmation and obligates the person ordering to accept and pay for the ordered tickets.

5. Cancellation/ postponement of events

5.1 If the event is cancelled or postponed, the exchange or reimbursement of tickets is possible. In these cases, the customer must send the tickets back to the organiser or the pre-sale point at which the ticket was purchased within one month of the original date at the latest.

5.2 If the event is relocated to another venue in the vicinity (within the Mainz city area) for organisational reasons, this does not entitle the customer to return the purchased tickets.

6. Rules of conduct for events

6.1 Customers are not permitted to bring glass containers, cans, recording devices, film and video cameras, pyrotechnic articles, torches, sparklers, weapons and similar dangerous items, or

animals into the venue with them. Photographic, audio, film or video recordings are not permitted, even for personal use. Infringements will lead to criminal prosecution. In the event of violation of these rules, the customer shall be evicted from the grounds of the venue without a claim to refund or partial refund of the admission price.

6.2 The commercial resale of tickets is forbidden. Counterfeiting and producing mainzplus admission tickets as well as the sale of tickets will lead to civil and criminal prosecution.

6.3 Customers are not permitted to bring food or drinks into the venue with them.

6.4 Mainzplus venues are all non-smoking. This also applies to all mainzplus employees as well as to the employees of third-party firms (maintenance, technology, etc.). Violations are punishable with fines of up to €1,000.

6.5 mainzplus is entitled to exclude and evict visitors from the event without compensation if the visitor enters the stage area, climbs over security barriers or causes or participates in violent altercations.

6.6 Visitors are required to use the cloakrooms at the Frankfurter Hof Mainz.

6.7 Door personnel shall decide on admission in the case of a customer arriving late.

7. Audio, photographic and film recordings at events

The visitor to the event agrees that mainzplus can create, reproduce and publish in print and audiovisual media images that show the visitor to the event as a participant at the event. This permission is granted free of charge and unlimited in terms of time and geographical area. The visitor to the event agrees that mainzplus may continue to use the information regarding his/her person provided for information purposes. The information will not be passed on to third parties.

8. Limitation of liability

8.1 Statutory and contractual liability, with exception of contractual liability based on a travel contract (No. 8.2), of mainzplus as well as its vicarious agents for culpably caused damages is excluded, as far as damage is not caused by intention or gross negligence; this does not apply in the case of:

- damages arising from injury to life, limb or health,
- the culpable violation of essential contractual obligations (so-called cardinal duties).

In the case of the violation of essential contractual obligations based on circumstances other than intention or gross negligence, liability is limited to damages which mainzplus has foreseen when concluding the respective contract as a possible consequence of a contractual infringement or which, under consideration of the circumstances that were or should have been known to it, should have foreseen. The same applies in the case of the grossly negligent conduct of simple vicarious agents (non-managerial employees) outside the scope of essential contractual duties as well as damages to life, limb and health.

8.2 If a travel contract exists (see also "Terms and Conditions for Package Services Offered by mainzplus CITYMARKETING GmbH") the contractual liability of mainzplus CITYMARKETING GmbH is limited to three times the travel price,

- a) provided damages to the traveller were caused neither intentionally nor with gross negligence, or
- b) provided mainzplus is solely responsible for damages to a traveller due to the fault of a service provider.

Mediated services

9. Peculiarities in the case of mediated services

9.1 In the case of service which mainzplus itself does not provide but rather merely mediates (including city tours, excursions, viewings, etc.), the following peculiarities apply with regard to pricing and cancellation:

9.1.1 Cancellations of city tours are free of charge up to 4 days before the beginning of the event. Thereafter, a cancellation fee of 100% of the agreed price will be charged. The waiting period for the tour guide is maximum 30 minutes. In the event of the late arrival of the group, the tour guide is not obligated to make up the time missed. The maximum number of participants per tour guide is 25 persons.

9.1.2 In the case of excursions and wine tastings, cancellations are free of charge up to 5 working days before the beginning of the event. Thereafter, a cancellation fee of 100% of the agreed price will be charged. The excursions are based on a minimum of 10 participants. The price for 10 participants will be charged even if the actual number of participants is lower.

9.1.3 In the case of a visit to the Kupferberg sparkling wine factory, cancellations are free of charge up to 2 weeks before the beginning of the event. Thereafter, a cancellation fee of 100% of the agreed price will be charged. If there is a change in the number of participants, this must be communicated two weeks before the date of the visit at the latest, otherwise the charge will be for the full number of participants booked. The offer is based on a minimum of 20 participants. The price for 20 participants will be charged even if the actual number of participants is lower.

9.1.4 Vineyard tours are charged at €3 per person if these are cancelled after booking. If there is a change in the number of participants, this must be communicated a week before the date of the visit at the latest, otherwise the charge will be for the full number of participants booked.

9.1.5 In the case of bus rental, cancellations are free of charge up to 10 working days before the date of the event. Thereafter, a cancellation fee of 100% of the agreed price will be charged.

9.2 Cancellations, changes and rebookings are accepted only in written form.

9.3 In the case of payment by check or bank transfer from abroad, the billing amount will increase by the respectively applicable bank fees.

9.4 Only the expressly agreed services are included in the price. Any additional payments or fees due must be paid in cash on site.

9.5 The participants of the mediated services are bound to comply with the respectively applicable general terms and conditions of the service provider.