

## GENERAL TERMS AND CONDITIONS OF TV-TURM ALEXANDERPLATZ GASTRONOMIEGESELLSCHAFT MBH

### PROVIDER

TV-Turm Alexanderplatz Gastronomiegesellschaft mbH  
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Court of registration: Berlin-Charlottenburg District Court  
Registration number: 96 HRB 41197  
VAT ID number: DE 137 1832 12

### 1. SCOPE:

The following general terms and conditions apply for all contractual dealings between TV-Turm Gastronomiegesellschaft mbH - herein-after referred to as TV-Turm GmbH - and its customers.

GTC of the customer which differ from the following provisions are expressly rejected. With the order, the customer acknowledges the GTC in the currently valid version as being solely and exclusively definitive for the contractual relationship.

### 2. PRODUCTS:

TV-Turm GmbH offers tickets, event tickets and vouchers via the service office, at the Berlin TV Tower box office and via the web shop. Purchasing a ticket to visit the Berlin TV Tower entitles the holder to enter the Berlin TV Tower on one occasion. The ticket becomes void once the Berlin TV Tower is left. Ticket holders' children, if younger than 4 years old, are entitled to enter the Berlin TV Tower free of charge if accompanied by a parent or carer.

For all tickets bookable online there is a booking restriction of not more than ten tickets per booking transaction and time window.

Upon receipt of the tickets by the customer, the latter shall be liable for the ticket's loss, theft or misuse. No reimbursement shall be rendered by TV Turm GmbH.

### 3. CONCLUSION OF CONTRACT:

#### a) Sale via the Internet

The offering of goods on the TV-Turm GmbH web pages does not constitute a binding offer by TV-Turm GmbH to conclude a contract of sale. This is merely an invitation to the customer to submit an offer by placing an order.

#### aa) Voucher purchase

When purchasing a voucher, the customer must first enter the value of the voucher, the voucher recipient and a message. Clicking the "Continue" button opens the next page. Here the customer has to enter the invoice address, email address and telephone number. If the voucher recipient's address is different, this can be entered by checking the box.

Clicking the "Continue" button opens an order summary for the customer. The order can only be submitted and transmitted, if the customer confirms acknowledgement of the data protection policy, the GTC and cancellation policy, accepts and agrees to the same and expressly requests that TV-Turm GmbH commence rendering of the ordered performance before the end of the cancellation period and the customer is aware that he or she will be losing his/her cancellation right as a result.

Before the order is sent, the data can be reviewed and corrected if necessary by clicking the "Edit" button. Clicking the "Submit order" button takes the customer to the Saferpay page for selecting the desired payment method. After entering the payment method and the individual data the transaction can be completed by clicking the "Pay" button. After the Saferpay payment transaction, the customer has to return to the online shop otherwise the payment cannot be registered in the system. The Saferpay pages should not be left using "end" or the "X button".

#### **ab) Online ticket purchase**

In an online ticket purchase the customer is taken to a TV-Turm GmbH reservation portal by clicking the "Buy tickets online" or "Buy online" button. After selecting the number of persons, the desired time and clicking the "Continue" button, a summary of the information already entered appears. The customer now has to choose whether the tickets are for adults, children between 4 and 14 years old or children under the age of 4 years. Clicking the "Proceed to billing information" button opens a new page in which the customer has to enter his or her personal data (name, address, company if appropriate, email address, telephone number).

Clicking the "Continue" button opens an order summary. Here a discount coupon can be entered. Before the order is sent, the data can be checked. Entries can be corrected by clicking the "Edit" button.

The order can only be submitted and transmitted, if the customer confirms acknowledgement of the data protection policy, the GTC and cancellation policy, accepts and agrees to the same and expressly requests that TV-Turm GmbH commence rendering of the ordered performance before the end of the cancellation period and the customer is aware that he or she will be losing his/her cancellation right as a result.

Clicking the "Submit order" button takes the customer to the Saferpay page for selecting the desired payment method.

After entering this and the individual data the transaction can be completed by clicking the "Pay" button.

After the Saferpay payment transaction, the customer has to return to the online shop otherwise the payment cannot be registered in the system. The Saferpay pages should not be left using "end" or the "X button".

#### **ac) Event tickets**

The site offers event tickets. Clicking the "Book now" button takes the customer to a new page, where the desired number of persons, date and time have to be chosen. Clicking the "Continue" button takes the customer to a new page where the desired number of persons has to be selected. After clicking the "Proceed to billing information" button the customer has to enter his or her personal data

(name, address, email address, company if appropriate, telephone number). Clicking the "Continue" button opens an order summary for the customer. Here a discount coupon can be entered.

The order can only be submitted if the customer confirms acknowledgement of the data protection policy, the GTC and cancellation policy, accepts and agrees to the same and expressly requests that TV Turm GmbH commence rendering of the ordered performance before the end of the cancellation period and the customer is aware that he or she will be losing his/her cancellation right as a result.

Before the order is sent, the data can be reviewed and corrected if necessary by clicking the "Edit" button.

Clicking the "Submit order" button takes the customer to the Saf-erpay page for selecting the desired payment method. After entering the payment method and the individual data the transaction can be completed by clicking the "Pay" button.

After the Saferpay payment transaction, the customer has to return to the online shop otherwise the payment cannot be registered in the system. The Saferpay pages should not be left using "end" or the "X button".

The GTC can be read, printed or stored on a local computer at any time using an internet browser.

TV-Turm GmbH will confirm receipt of the customer's order by sending an email. This confirmation does not constitute any acceptance of the offer by TV Turm GmbH. It is merely to inform the customer that the order has been received.

The declaration of acceptance is rendered by sending the voucher/ticket or an express declaration of acceptance. The customer can save the text of the contract with a right click in the browser or print it by using the browser's print function.

The text of the contract for orders via the internet shop is not accessible for the customer. The text of the contract is saved by TV Turm GmbH. The content of the contract and the GTC will be made available to the customer when the contract is confirmed or the ticket/voucher is sent.

**b)** For telephone orders for tickets via the TV Turm GmbH service office, the customer submits the offer to conclude a contract by providing his or her personal data including credit card number for ordering the tickets. Berlin TV Tower accepts the offer by confirming the order and sending the order confirmation online or by post. The order is then binding, cancellation of tickets for fixed times is not possible. No guarantee is accepted for the correctness of data provided by the customer over the telephone.

**c)** Reservations for events become binding upon two concurring declarations of intention. TV Turm GmbH is entitled to demand an advance payment from the customer. In so far as an advance payment has been agreed, the contract becomes valid only after the advance payment has been credited to the TV Turm GmbH bank account.

TV Turm GmbH reserves the right to terminate the event contract without notice, if the agreed advance payment has not been received within the deadline stated in the contract or a grace period to be set by TV Turm GmbH.

Option dates are binding for both parties. TV Turm GmbH reserves the right to rent out the reserved rooms after the agreed deadline expires, without this requiring notification to the customer.

**d) Having entered into a contractual agreement with our company, we can send promotional emails to you (e.g. asking for your client feedback). In case you do not wish to receive these kinds of emails, you may unsubscribe**

**from these emails for free and at any time by contacting us under the following email address: [widerspruch@tv-turm.de](mailto:widerspruch@tv-turm.de).**

#### **4. PRICES AND PAYMENT:**

**a)** The prices can be found in the current price list or are quoted for the pertinent article in the web shop. The quoted prices include the statutory sales tax. The mailing of vouchers purchased via the TV Turm GmbH website or the service office incurs EUR 4.50 mailing and packaging costs.

**b)** In the case of contracts for dining services or events, invoices are due and payable immediately at the venue or within 14 days from the invoice date without deduction.

**c)** For telephone orders, payment is rendered after the contract is concluded as an advance payment by the customer per credit card. Tickets purchased at the Berlin TV Tower box office can be paid for by credit card, cash or voucher. For online purchases, only the "Credit cards" (MASTERCARD, VISA) and "Giropay" payment methods displayed to the customer during the order transaction can be accepted.

**d)** Tickets purchased at fixed times can neither be exchanged nor refunded. Exceptions are at the sole discretion of TV-Turm GmbH.

**e)** Commercial reselling of tickets to third parties shall require the prior consent of TV Turm GmbH. Otherwise, TV Turm GmbH reserves the right to refuse entry.

#### **5. MAILING:**

**a)** Tickets purchased online will be provided to the customer as print@home tickets. Once the payment transaction has been successfully completed, the customer will receive his or her ticket in PDF format by email and can print it out. The ticket will not be sent by post.

**b)** Vouchers are mailed every office day. The delivery period is 2-4 days. In so far as the customer is an entrepreneur, all the risks and hazards of mailing shall pass to the customer, once the item has been handed over by TV Turm GmbH to the commissioned carrier. Mailing shall be via the Deutsche Post AG.

#### **6. CANCELLATION POLICY:**

Consumers have a cancellation right for contracts concluded outside business premises and for distance selling contracts.

Under Section 312 g Subs. 2 No. 9 Civil Code there is no cancellation right for contracts for rendering services in conjunction with recreational activities, if the contract envisages a specific date or period for the rendering thereof. Hence, you do not have any cancellation right after purchasing entrance tickets to ascend the Berlin TV Tower and events on a fixed date. Every order of entrance tickets is thus binding and obliges you to pay for the ordered entrance tickets.

#### **CANCELLATION RIGHTS**

You have the right to cancel this contract without specifying reasons within a period of two weeks.

The cancellation period is two weeks in the case of a contract for services from the date on which the contract was concluded, in the case of a contract of sale from the day on which you or a third person nominated by you who is not the carrier received the last item of goods.

To exercise your cancellation right, you have to inform us,

TV Turm Alexanderplatz Gastronomiegesellschaft mbH  
Panoramastraße 1A ; D-10178 Berlin  
telephone number +49 (0)30 / 24 75 75 0 / fax +49 (0)30 / 24 75 75 57 [info@tv-turm.de](mailto:info@tv-turm.de),

by means of a clear statement (e.g. a letter sent by post, fax or email) about your decision to cancel this contract. You can use the model cancellation form, but this is not obligatory.

The cancellation period is met if you send the notification that you are exercising your cancellation right before the cancellation period expires.

#### CONSEQUENCES OF CANCELLATION

If you cancel this contract, we have to repay you all the payments we have received from you, including the delivery costs (apart from the additional costs incurred because you opted for a different type of delivery from the most economical standard delivery we offer), without undue delay and at the latest within two weeks from the day we received the notification about your cancelling this contract. We will remit the repayment by the same means that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this re-payment.

We can refuse repayment until the goods have been returned to us or you demonstrate that you have sent the goods back, whichever is the earlier date.

You have to send back or hand over the goods without undue delay and definitely within two weeks from the date you informed us about the cancelling of this contract at the latest. The deadline is deemed met if you dispatch the goods before the two-week period expires. You have to bear the direct costs for returning the goods.

You will only be liable for any diminished value of the goods if that diminished value results from handling other than what is necessary to ascertain the nature and functioning of the goods. If you have requested that the services are to commence during the cancellation period, then you will have to pay us a reasonable amount corresponding to the services already rendered by when you inform us that you have exercised your right to cancel the contract compared with the total scope of the services envisaged in the contract.

## 7. CANCELLATIONS:

### a) Tickets and events

The customer is not entitled to cancel any booked tickets. If the ticket is not used, it expires. The purchase price will not be refunded. In exceptional cases, however, tickets that have not been used can be taken back at the ticket office in exchange for a ticket on another day as a gesture of goodwill, with the prior consent of TV-Turm GmbH. Where void tickets are replaced for new ones, the customer has no claim to immediate entry. The entry date for the new ticket will be calculated by the system. Please note that every ticket becomes void at the latest 10 minutes (for groups max. 15 minutes) after the calculated entrance time, if it has not been used by then.

## **b) Group bookings with dining services and events**

Cancellations by the customer are free of charge up to four weeks before the start of the event at the latest. For cancellations up to 3 weeks before the start of the event the customer shall be invoiced 30% of all the services stated in the contract, for cancellations up to 2 weeks before the start of the event 50% and cancellations up to 1 week before the start of the event 80% of all the listed services.

The calculation shall be based on the number of persons stated when the contract was concluded. The customer must settle the invoiced services within a deadline of 14 days, as determined by crediting to the TV Turm GmbH bank account.

The customer shall be entitled to prove that TV Turm GmbH did not incur any or much less harm. The customer hereby agrees that already rendered deposits may be offset against incurred cancellation fees.

TV-Turm GmbH reserves the right to cancel the order without notice in the event of force majeure (epidemic, pandemic, natural disasters, fire, strike, etc.), or if the order relates to an event of political or sectarian character, or to a commercial event, the content of which has not been notified in advance to TV-Turm GmbH, or if the event poses a threat to TV-Turm GmbH and/or its employees and/or guests.

In so far as the client is in payment default more than once towards TV Turm GmbH, TV Turm GmbH shall have the right to terminate the contract with 5 days' notice or alternatively to demand payment in advance from the customer.

## **c) Group bookings without dining services**

Cancellations by the customer are free of charge up to one week before the booked date of the visit at the latest.

## **8. SCOPE OF PERFORMANCE AND DUTIES IN CONTRACTS CONCERNING DINING SERVICES AND EVENTS AT THE TV TURM GMBH PREMISES:**

The provided rooms are to be vacated and returned immediately after the agreed end of the event. Otherwise, TV Turm GmbH reserves the right to charge an additional half day room rent. Set-ting up and dismantling exhibitions and similar events shall be carried out by the customer. Storage of event material is not possible. Any arrangements to the contrary must be agreed with and confirmed by the TV Turm GmbH service office. In any case, TV Turm GmbH cannot accept any liability for any items or property that might be stored on its premises in so far as the harm or damage is not due to grossly negligent or intentional breach of contract on its part or by its legal representative or agents. For all events TV Turm GmbH reserves the right to move events to other rooms if and when necessary. The customer shall be informed about this without undue delay.

The customer has to notify TV Turm GmbH about the definitive number of participants and any changes to the scope of the dining service in writing up to 72 hours before the start of the event at the latest. The number of participants stated up to that point is binding and only up to 5% downward variances can be taken into consideration free of charge. Larger changes shall always be at the customer's expense.

The customer shall be liable for damage or losses of fixtures, fittings and inventory caused during an event. This shall not apply, if the damage or loss arose from the scope of responsibility of TV Turm GmbH.

The fastening of items to walls, inserting nails, hooks etc. in walls, ceilings and floors or fixtures and furnishings belonging to TV Turm GmbH is not permitted. All and any harm from breaches of this clause shall be invoiced to the customer by TV Turm GmbH and is to be settled by the customer.

TV Turm GmbH shall charge a corkage fee for dispensing drinks etc. provided by the customer. Any agreements on this matter shall require both an express agreement with and approval by TV Turm GmbH to the effect that the customer may provide his or her own food or drinks.

Should faults or defects arise in the technical equipment provided by TV Turm GmbH, it shall provide a remedy without undue delay. No reduction in the payment may be derived therefrom. This shall be without prejudice to the customer's warranty rights, however. In so far as TV Turm GmbH sources technical or other equipment from third parties for the event organizer, it shall be acting in the name and for the account of the customer. The customer shall be liable for careful handling and due and proper return and shall hold TV Turm GmbH free and harmless from all claims of third parties under the provision of that equipment. TV Turm GmbH undertakes to inform the client in good time about any closure days or days with restricted operation.

Any necessary insurance of exhibition or decorative items brought onto the premises shall be the responsibility of the customer. TV Turm GmbH shall be liable for such items under the principles of gratuitous custody pursuant to Section 690 Civil Code. This requires of TV Turm GmbH only the duty of care it applies in its own matters.

Any public-authority approvals and registrations required for staging the event have to be obtained by the customer at his or her expense. In particular, it shall be the customer's responsibility to register with and pay fees to GEMA, and if a tombola is staged, to register it with the pertinent lottery offices of the tax authorities. Harm and detriment arising from any failure on the part of the customer shall be borne in their entirety by the customer.

Any change request on the day of the event concerning fixtures, fittings, decor and seating can only be heeded if an agreement on the costs incurred is reached. The same shall apply for the dining offer. The marked emergency exits may not be blocked or impeded. TV Turm GmbH staff have the general right to issue instructions. Publications of any nature whatsoever which expressly name TV Turm GmbH shall require the prior consent of TV Turm GmbH. In the event of publication without that consent, TV Turm GmbH reserves the right to cancel the event at short notice.

## **9. LIABILITY / DAMAGES:**

Unless determined otherwise below, the customer's claims for damages are hereby excluded. If the customer asserts claims against statutory representatives and/or agents of TV Turm GmbH, the above exclusion of liability shall also apply in their favour.

Excluded herefrom are claims for damages due to fatalities, personal injury or impairment of health and claims for damages arising from breach of a cardinal duty. Cardinal duties are those which have to be fulfilled to achieve the purpose of the contract.

Also excluded from the exclusion of liability is the liability for harm or damage arising from an intentional or grossly negligent breach of duty by the provider, its statutory representatives or agents.

This shall be without prejudice to provisions under the Product Liability Act (ProdHaftG). TV Turm GmbH expressly points out to all visitors that the ring on which the restaurant tables are mounted rotates. This area must therefore be accessed with particular caution. Parents are asked to supervise their children accordingly.



## **10. WARRANTY/GUARANTEE:**

The statutory warranty rights shall apply. TV Turm GmbH does not provide any particular guarantee.

## **11. RESTRICTIONS ON ADMISSION / CLOSURE:**

For customers' security, TV Turm GmbH conducts personal and bag checks and regrets that the items listed below may not be taken into the Berlin TV Tower, especially no bottles, cans or other containers with liquids. Otherwise, TV Turm GmbH will have to dispose of them for security reasons. Any claim to return or compensation is hereby expressly excluded.

Entry to Berlin TV Tower is forbidden with

- food and drinks of any nature
- animals of any nature (apart from guide dogs)
- prams and pushchairs, skateboards, skates, bicycles, large packages, suitcases, trolleys, rucksacks, etc.
- weapons, hazardous materials (e. g. pressurized gas containers, glass bottles, fireworks etc.).

For security reasons, all visitors to the Berlin TV Tower must consent to a personal and bag check in the entrance zone to the tower. If the guest refuses such a check, TV Turm GmbH can refuse access to the tower.

Smoking is strictly prohibited within the entire Berlin TV Tower building. Children under 14 years may enter the tower only accompanied by an adult.

Due to the structural circumstances prevailing in the Berlin TV Tower, to ensure the safety of visitors in the case of evacuation, wheelchair users and persons with a current walking impediment, i.e. persons who cannot walk without third-party help or without aids such as crutches, will not be permitted to enter. Here you can find further details and background information.

You must keep the entrance ticket in your possession during the entire duration of the visit and present it to TV Turm GmbH employees or security staff upon request. It is also needed to leave the Berlin TV Tower. Persons not in possession of a ticket can be ordered to leave the tower.

TV-Turm GmbH reserves the right to block the TV tower or to restrict access to the tower at any time and without prior notice in the event of imminent danger, force majeure (epidemic, pandemic, etc.) or for safety reasons.

Regular closing times for renovations etc. can be found on the homepage [www.tv-turm.de](http://www.tv-turm.de)

## **12. FURTHER CONSUMER INFORMATION CONCERNING DISTANCE SELLING CONTRACTS:**

The customer can find the key features of the goods or services offered and the validity of limited offers in the individual product descriptions.



TV Turm GmbH reserves the general right to change the product range and the offer prices of the current product range at any time. Any entry errors made when placing the order can be identified in the final confirmation before paying and corrected using the delete and edit functions at any time before submitting the order. TV Turm GmbH is not governed by any particular code of conduct.

The language available for concluding contracts is solely German.

### **13. DATA PROTECTION:**

TV Turm GmbH edits personal customer data in compliance with the data protection provisions applicable for the contract. The data shall be collected, processed and used in automated processes to the extent required for the contractual relationship. The customer permits TV Turm GmbH to send that data to third parties commissioned to carry out the contract in so far as this is necessary for the contracts concluded to be fulfilled.

### **14. VIDEO SURVEILLANCE:**

The Berlin TV Tower premises are monitored using video technology. Video footage is captured and stored in accordance with the current statutory regulations in force (e.g. the Berlin Data Protection Act).

### **15. ASSIGNMENT AND PLEDGE PROHIBITION:**

The assignment or pledging of the customer's claims or rights against TV Turm GmbH without the consent of TV Turm GmbH is hereby excluded in so far as the customer does not prove a justified interest in the assignment or pledge. This shall not apply in so far as the customer is a consumer.

### **16. LEGAL FORUM / GOVERNING LAW:**

The legal forum for all disputes arising from the contractual relationship between the customer and TV Turm GmbH is the registered offices of TV Turm GmbH, in so far as the customer is not a consumer. The governing law is that of the Federal Republic of Germany. Excluded of the choice of law is the mandatory consumer protection legislation of the country in which the customer has his or her normal place of abode. The application of UN trade law is excluded.

### **17. PLACE OF FULFILMENT:**

In so far as the customer is an entrepreneur, the place of fulfilment for all disputes arising from the contract is Berlin/Germany for both parties.

### **18. INFORMATION ABOUT EXTRA-JUDICIAL ONLINE DISPUTE RESOLUTION (ODR PLATFORM):**

The online platform of the EU Commission, which serves as a starting point for extra-judicial online dispute resolution concerning obligations under contracts concluded online, can be reached using the following link: <http://ec.europa.eu/consumers/odr>

You can contact us by email at [info@tv-turm.de](mailto:info@tv-turm.de)

**Note in accordance with Section 36 of the German Consumer Dispute Resolution Act (VSBG):**

We are neither legally obliged nor prepared to enter into dispute resolution proceedings before a consumer arbitration service.

*Status October 2020*